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# SECTION A – REQUIREMENTS AND PRICES

# CONTRACT ACRONYMS

AC	Advisory Circular
	A Aerial Capture Eradication and Tagging of
	Animals
AD	Airworthiness Directive
AIRS	Aviation Information Reporting Support
AMS	8 ,
A&P	
APCO	2
	Officials
AQD	•
ASM	
ASO	Aviation Safety Office
ASTM	7 8
ATC	
AUR	Aircraft Use Report
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	8 1
CFR	Code of Federal Regulations
	continuous tone coded squelch system
DM	degrees/minutes/decimal minutes
DOI	Department of Interior
DOT	Department of Transportation
ELT	emergency locator transmitter
EPA	Environmental Protection Agency
ERG FAA	Emergency Response Guidebook Federal Aviation Administration
FAA FAR	
гак FS	Federal Acquisition Regulations Forest Service
FS FSV	Fuel Service Vehicle
FTR	Federal Travel Regulations
GVW	
GPM	gallons per minute
UT M	ganons per minute

GPS	global positioning system
HIGE	hover-in-ground effect
HOGE	hover-out-of-ground effect
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
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
RFP	Request for Proposals
RPM	revolutions per minute
SFI	Safety Foundation Incorporated
STEP	Single-skid, Toe-In and Hover Exit/Entry
	Procedures
TBO	time between overhaul
TSO	technical service order
UL	Underwriter's Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
	voice activation
VSWR	voltage standing wave ratio

# SCHEDULE OF SUPPLIES/SERVICES A1 General

This multiple award indefinite delivery/indefinite quantity type contract is for fixed wing on-call services on an as-needed basis for transportation in Alaska for U.S. Department of the Interior and other agency personnel, cargo, or both using aircraft operated and maintained by the Contractor. Services under this contract are limited to those operators who are authorized to conduct flight services in Alaska and maintain an Alaska Base of Operations.

# A2 Item Requirement

# Item Description

All equipment, facilities, and personnel required under this contract shall be delivered to and removed from various location(s) as ordered and needed. Contractor designated base location(s) are identified on the following pricing pages.

<u>Aircraft Requirement:</u>	Single engine and multiengine airplanes, equipped as specified in Section B and specific Supplements.
Seating:	One (1) to fifty (50) insured passenger seats.
Landing Gear:	Wheels, floats, amphibious floats, skis or wheel skis.
Crew Requirements:	Minimum required flight crew for offered airplane. Relief flight crew is not required but may be provided if offered.

Note 1: Contractor may be required to operate from an alternate location when dispatched by the government.

AIRCRAFT ITEM DESCRIPTIONS: Item #1 Description	Minimum Guarantee –Initial Office of Aviation Services (OAS) Inspection/Test of Contractor Aircraft and Pilot(s).
Item #2 Description Type Aircraft: Gross Weight:	Tandem seat aircraft Aircraft must have minimum certificated gross weight of 2,000 pounds
Item #3 Description Type Aircraft: Seating:	Single engine piston aircraft Four (4) seats or greater
Item #4 Description Type Aircraft: Seating:	Single engine turbine aircraft Four (4) seats or greater
Item #5 Description Type Aircraft: Seating:	Multi engine piston aircraft Six (6) seats or greater
<u>Item #6 Description</u> Type Aircraft: Seating:	Multi engine turbine aircraft Six (6) seats or greater
Item #7 Description Type Aircraft: Seating:	Multi engine piston aircraft Ten (10) seats or greater
Item #8 Description Type Aircraft: Seating:	Multi engine turbine aircraft Ten (10) seats or greater
Item #9 Description Type Aircraft: Seating:	Multi engine jet aircraft Ten (10) seats or greater

#### A3 Item 0001-0009 Pricing Schedule

<u>Item #1 Description</u> – Initial OAS Inspection/Test of Contractor Aircraft and Pilot(s). When the Government requires supplies or services covered by this contract, a minimum of one Government-provided inspection for each aircraft and pilot as described in Section C2 will be provided. This line item is not separately priced and is the minimum quantity the Government intends to order (also known as the minimum guarantee) under any resulting contract(s) as required by Federal Acquisition Regulation (FAR) 16.504 and FAR 52.216-22.

Item #2 Description – Tandem Seat Aircraft

OFFERO NAME	R 'S		AK BASE(S) OF OPERATION			1	1
MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)			FAA REGISTRATION NUMBER		JRED PAX SEATS	GROSS WEIGHT	CARGO ONLY
			N				
			N				
			N				
			N				
		1		DAX			
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT	UNIT PF	RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
 3 <sup>rd</sup>	4/1/24 - 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

OFFERO	R 'S		AK BASE(S) OF OPERATION	1		1	1
MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)			FAA REGISTRATION NUMBER		IRED PAX SEATS	GROSS WEIGHT	CARGO ONLY
			N				
			N				
			N				
			N				
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT	UNIT PF	RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

Item #3 Description – Single Engine Piston Aircraft – Four (4) seats or greater

Item #4 Description -	- Single Engine	Turbine Aircraft -	- Four (4)	seats or greater

OFFERO	R 'S		AK BASE(S) OF OPERATION				
MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)			FAA REGISTRATION NUMBER	INSURED PAX SEATS		GROSS WEIGHT	CARGO ONLY
			N				
			N				
			N				
			N				
		1		1	Ī	ı T	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

OFFEROI NAME	OFFEROR 'S AK BASE(S) NAME OF OPERATION						
MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)			FAA REGISTRATION NUMBER		RED PAX	GROSS WEIGHT	CARGO ONLY
			N				
			N				
			N				
			N				
		1		PAY			
	PERIOD	DESCRIPTION		ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 - 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT	UNIT PF	RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

Item #6 Description – Multi Engine Turbine Aircra	aft – Six (6) seats or greater
---	--------------------------------

OFFERO	R 'S		AK BASE(S) OF OPERATION				
(1	MAKE/MODEL/Co aircraft identified must	FAA REGISTRATION NUMBER		IRED PAX SEATS	GROSS WEIGHT	CARGO ONLY	
			N				
			N				
			N				
			N				
		1		PAY		1	
	PERIOD	DESCRIPTION		ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT	UNIT PF	RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

Item #7 Description – Multi Engine Piston Aircraft – Ten (10) sea	ats or greater

OFFEROR 'S AK BASE(S) NAME OF OPERATION							
(8	MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS		GROSS WEIGHT	CARGO ONLY
			N				
			N				
			N				
			N				
		1				ı I	1
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

Item #8 Description - Multi Engine Turbine Aircraft -	Ten (10) seats or greater
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OFFEROI NAME	R 'S		AK BASE(S) OF OPERATION				
(1	MAKE/MODEL/Co aircraft identified must	FAA REGISTRATION NUMBER		IRED PAX SEATS	GROSS WEIGHT	CARGO ONLY	
			N				
			N				
			N				
			N				
		1			Ī	ı T	1
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

Item #9 Description – Multi Engine Jet Aircraft – Ten (1	10) seats or greater

OFFEROI NAME	२ 'S		AK BASE(S) OF OPERATION				
(8	MAKE/MODEL/CO aircraft identified must	FAA REGISTRATION NUMBER		RED PAX	GROSS WEIGHT	CARGO ONLY	
			N				
			N				
			N				
			N				
		1		PAY			
	PERIOD	DESCRIPTION		ITEM	UNIT		RICE
Base	4/1/21 – 3/31/22	Flight Rate		FD	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Flight Rate		FD	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Flight Rate		FD	HOUR	\$	
3 <sup>rd</sup>	4/1/24 - 3/31/25	Flight Rate		FD	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Flight Rate		FD	HOUR	\$	
	PERIOD	DESCRIPTION		PAY ITEM	UNIT	UNIT PF	RICE
Base	4/1/21 – 3/31/22	Standby Rate		SB	HOUR	\$	
1 <sup>st</sup>	4/1/22 – 3/31/23	Standby Rate		SB	HOUR	\$	
2 <sup>nd</sup>	4/1/23 – 3/31/24	Standby Rate		SB	HOUR	\$	
3 <sup>rd</sup>	4/1/24 – 3/31/25	Standby Rate		SB	HOUR	\$	
4 <sup>th</sup>	4/1/25 – 3/31/26	Standby Rate		SB	HOUR	\$	

# A4 Additional Pay Items Schedule

# ADDITIONAL PAY ITEMS SCHEDULE (Reimbursed as Time & Materials (T&M)) IAW FAR 52.212-4 Alt 1

SCHEDULE SUB-ITEM	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
i	Subsistence Allowance (Per Diem)	PD	INDEFINITE	Daily	Per FTR Schedule- Actual cost for lodging - receipt(s) required; M&IE authorized daily rate
ii	Fuel Charge	FC	INDEFINITE	GALLON	Actual Cost – receipt(s) required
iii	Miscellaneous Contractor Costs (Special Charge)	SC	INDEFINITE	EACH	Actual Cost – receipt(s) required
iv	Co-Pilot (when required)	СР	INDEFINITE	HOUR	Pricing will be negotiated with vendor when required and there is an additional charge.
v	Flight Hour Guarantee (averaged over length of hire)	GTD	INDEFINITE	HOUR	Guarantee is set at three (3) hours in accordance with Section C29.3

• Note: See Section C30 regarding Additional Pay Items. Receipts are required for verification of ALL claimed items, except for meals and incidentals when they are authorized.

#### **GENERAL REQUIREMENTS**

#### **B1** Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call (OC) airplane flight services in support of fire and resource management activities and other government agency work in Alaska. Missions may include law enforcement activities at various risk levels, as well as point-topoint transportation and special use flights. Examples of special use flights are identified in the supplements (Section B.25). 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. This contract must NOT be utilized to obtain direct fire suppression aircraft and tactical fire support aircraft. However, this contract may be utilized to obtain logistical and reconnaissance aircraft that support fire. The Government will direct aircraft to support its missions and objectives. During the availability period and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government.

B1.2 The Government and the Contractor must establish an effective working relationship to successfully complete this contract. 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 contract for such cooperative use.

#### **B2** Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract 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) <u>Air Carrier and/or as appropriate an</u> <u>Operating Certificate</u>. 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.

B2.2 Aircraft used on this contract must be operated and maintained under provisions of <u>14 CFR Part 121 or 14 CFR</u> <u>Part 135</u>. 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 <u>Standard Airworthiness</u> <u>Certificate</u> 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.

B2.4 The contractor must also notify OAS and the Contracting Officer of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance positions, plus any additional positions approved under 14 CFR 119.69(b).

#### **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 Contracts and Task Orders**

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

B4.2 The pilot must have task order information (i.e. task order number, authorized aircraft, performance period, etc.) in their possession prior to any flights under this contract and make this information available to Government representatives on request.

B4.3 Electronic copies of contracts and task 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 and/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 at least one fully compliant airplane that is equipped as shown below.

#### B6.1 Free air temperature gauge.

B6.2 <u>Fire extinguisher(s)</u>, as required by 14 CFR Part 135, for the purposes of this contract, 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 <u>Shoulder harness and lap belt</u> for front seat occupants. The shoulder strap and lap belt must fasten with a metal-tometal, 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. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.5 <u>Tandem seat airplanes</u> must have an approved 5-point harness installed for all occupants.

B6.6 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, IE wing tip and tail strobes. 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.

B6.7 Approved High Visibility, pulsating, forward facing conspicuity lighting (pulse lights) if approved for make and model of aircraft offered.

B6.8 One permanently installed and circuit protected dual auxiliary power charging receptacle (USB) (cigarette lighter adapter is not acceptable).

# **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 NBC-Aviation Management Avionics or at https://www.nifc.gov/NIICD/docs/avionics/FSOAS\_A24F.p df

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. Specific test details are listed in Radio Interference Test Procedures (copies available upon request from OAS Avionics, or the most recent list may be found online at:

https://www.nifc.gov/NIICD/docs/avionics/FSOAS\_A30.pdf

#### B7.3 Communications systems.

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the ELT manufacturer's installation manual. ELT shall be located in a conspicuous or marked location. The ELT must include a 121.5 MHz homing beacon and be equipped with an external fixed-type antenna, mounted in a location approved by the aircraft manufacturer. Documentation of bi-annual registration from the National Oceanic and Atmospheric Administration (NOAA) is required for all TSO C126 and newer ELTs.

B7.3.2 One panel-mounted VHF-AM <u>aeronautical</u> <u>transceiver</u> (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.

B7.3.3 One satellite-based aircraft tracking hardware for each aircraft offered, with the exception of aircraft flying 14 CFR Part 121 scheduled service. The aircraft tracking hardware must be compatible with the government's Automated Flight Following (AFF) Program (<u>https://www.aff.gov</u>). 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.

B7.3.3.1 The following is a current list of AFF units that are compatible with the USFS aff.gov system at the time of the issuance of this solicitation:

Blue Sky Network, Guardian Mobility, Latitude Technologies, Outer Link, Sky Connect (will be changed to Troo Trax), Sky Trac, Spider Tracks, Trac Plus Global.

For questions about current compatibility requirements, contact the AFF Help Desk at <u>https://www.aff.gov/help.aspx</u> or 866-224-7677.

B7.3.4 Portable ISAT systems may be used, if compatible with <u>https://www.aff.gov</u>. However, the system must be powered by the aircraft's electrical system, operational in all phases of flight, be mounted so as to not endanger any occupant during periods of turbulence and have an antenna placement which ensures consistent GPS/Satellite reception and communication with the Iridium constellation. Any manufacturer-required pilot display(s) or control(s) must be visible and selectable by the pilot(s). Remote equipment having visual indicators must be mounted in such a manner that it is visible from the PIC position.

B7.3.5 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.

B7.3.5.1 AFF communications must be fully operational in all areas of operation, at all times. 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.

B7.3.5.2 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 contact 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

B7.3.5.3 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.

B7.3.5.4 **Prior** to the aircraft's annual contract inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an operational check of the system. 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.

B7.3.5.5 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 in accordance with Bureau flight following protocols. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

#### B7.4 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 airplane 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 600ohm 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 Automatic Dependent Surveillance – Broadcast (ADS-B). When required per 14 CFR 91.225, all aircraft furnished must be equipped with ADS-B meeting the requirements of TSO-C166b or TSO-C154C and 14 CFR 91.227.

B7.4.4 Other avionics may be required for special use missions. (See Supplement B25.2 Fire and Resource Reconnaissance and B25.6.5 Extended Overwater Operations)

#### PERSONNEL REQUIREMENTS

# **B8** Pilot Requirements

B8.1 The Contractor must furnish a flight crew for each day the aircraft is required to be available.

B8.1.1 A flight crew is the minimum personnel required to operate the offered aircraft IAW the aircraft's Type Certificate Data Sheet (TCDS) and company operations manual.

B8.2 The pilot-in-command must be familiar with this contract and all applicable task orders issued under this contract.

B8.3 The PIC must be able to provide contract and/or task 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 an employer certified pilot log or company flight records. Further

verification of flight hours may be required at the COTR's discretion.

B9.1.2 Prior to pilot carding, the Contractor must submit a current OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval (with supplements if requested) for each pilot offered for approval. FAA Pilot and medical certificates must be submitted to OAS for initial carding. Medical certificates must remain current in order for pilots to exercise privileges authorized on the OAS-30A. New medical certificates must be forwarded to OAS. The OAS-64A form can be found on the OAS website at http://oas.doi.gov.

B9.1.3 For a pilot that has not been previously inspected and approved by the DOI OAS or USDA, Forest Service, the Contractor must provide in addition to the OAS-64A, a signed OAS-64C that verifies the pilot's flight time qualifications and experience. The COTR, or designated representative, will provide the Contractor a form to document this verification. This form must be completed prior to pilot inspection by DOI OAS.

B9.1.4 This contract 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 contract. 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 contract.

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 B25 for additional requirements.

The Contractor must provide a pilot(s) who meet the following minimum qualifications and who possess the required certificates and evidence of having satisfactorily passed the evaluations for the required tasks at time of inspection:

B9.2.1 An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate as appropriate with applicable category, class, and type rating.

B9.2.2 Instrument rating or ATP for airplanes.

B9.2.3 As appropriate a current first or second 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 or 121 equivalent. All pilots must meet the currency requirements of 14 CFR 61.57.

B9.3 The PIC must meet flight time requirements of 14 CFR Part 135 or Part 121 and the following:

B9.3.1	1,500 hour	rs Total pilot time.
B9.3.2	1,200 hour	rs 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. (12,500 pounds certificated gross takeoff weight or more.)
B9.3.5.1	50 hours	PIC in make and model of aircraft to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.3.6	100 hours	PIC turbo prop airplane, when applicable.
B9.3.6. 1	50 hours	PIC in make and model of turbo prop airplane to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.3.7	100 hours	PIC jet airplane, when applicable.
B9.3.7. 1	50 hours	PIC in make and model of jet airplane to be used on this contract for passenger transport, and an unrestricted type rating if required. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.3.8	100 hours	PIC in category, preceding 12 months.

**Note:** RE: B9 3.5.1 and B9 3.6.1 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.

B9.3.9 Vendor in house FAA approved 14 CFR Part 135 training courses do not qualify for the 50% reduction.

B9.4 SIC minimum qualifications, if required by the aircraft type offered.

B9.4.1 The SIC must have at least an FAA commercial pilot certificate with an instrument rating.

B9.4.2 The SIC must have at least a second-class medical certificate issued under provisions of 14 CFR 67.

B9.4.3 The SIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293 or 14 CFR 121 equivalent) for the make and model offered in this contract. This flight check must be kept valid throughout the contract period.

## **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 The pilot(s) must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B10.1.2 The pilot(s) 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 (10 hours flight time for a crew of two when flying point-to-point missions) during any assigned duty period.

B10.2.3.2 A maximum of 42 hours flight time (50 hours flight time for a crew of two when flying point-to-point missions) during any consecutive 6-day period. When a pilot acquires 36 or more flight hours (42 or more flight hours for a crew of two when flying point-to-point missions) in a consecutive 6day period, the pilot(s) will be given the following 24-hour period 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 PIC is responsible for: operating the aircraft within its operating limits, the safety of the aircraft, its occupants, and the cargo.

The contract pilot:

B13.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations, contract 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.

B13.4 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 Will apply against the pilot's duty day limitations any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as an authorized pilot performing preventative maintenance. 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**

B14.1 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:

B14.2 <u>Manifesting</u>. 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 or in accordance with supported Bureau requirements. 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.

B14.3 <u>Passenger briefings</u>. 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:

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT) and location of remote activator
- c. First aid kit
- d. Personal protective equipment
- e. Gear and cargo security
- f. Water ditching procedures (when applicable)
- h. Location and operation of emergency exits.

B14.4 <u>Day/night use</u>. Daylight hours are defined as during extended twilight hours when terrain features can be readily distinguished for a distance of at least one mile.

B14.4.1 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.

B14.5 <u>Flight plans</u>. 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.

B14.6 <u>Flight following</u>. 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 one-hour intervals under normal circumstances.

B14.7 <u>Smoking</u> (including electronic cigarettes and personal vaporizers) will not be allowed in the aircraft.

B14.8 During ground operations a pilot must remain at the <u>flight controls</u> anytime a propulsion engine is running.

## **B15 Security of Aircraft and Equipment**

B15.1 The Contractor will be responsible at all times 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 antitheft 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:

- Keyed igniter switch
- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay 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 for in accordance with The Interagency Aviation Life Support Equipment (ALSE), Chapter 2 Personal Protective Equipment.

https://www.doi.gov/sites/doi.gov/files/uploads/interagency\_alse\_handbook\_v2.8.pdf

B16.2 The DOI/USFS ALSE Guide/Handbook and the certificates of compliance are available on the OAS website 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* 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 <u>http://www.iat.gov</u>. 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 <u>www.doi.gov/aviation/library/guides</u>. The Contractor is responsible for obtaining the DOT *Emergency Response Guidebook*.

# B18 Fuel and Servicing Requirements

# B18.1 General.

B18.1.1 The Contractor may be required to supply all fuel and lubricating oils required to operate all equipment and dispensing equipment during the contract period. In some instances, the contractor may have to utilize government provided fuel and dispensing equipment. In either case, the contactor must verify fuel used meets satisfactory appearance related to color and contamination. A visual analysis of fuel dispensed at the servicing nozzle shall be accomplished prior to initial use daily from either contractor or government systems.

B18.1.2 All fuel used must be commercial (or military) grade aviation fuel approved for use by the specific airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or Military Detail (DTL) specifications are authorized for use. Contractors should specify the applicable specification when ordering aviation fuel. The specifications for JET and Aviation fuel are listed below.

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 listed in B18.1.2 and is the proper type, grade, and quantity. The Contractor must retain fuel delivery records throughout the contract period.

# B18.2 Operations.

B18.2.1 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.

B18.2.2. 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/port.

B18.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles/facilities.

B18.2.4 Cell phone use is prohibited within 50 feet of the aircraft and fuel servicing vehicle/facility during fueling operations.

B18.2.5 Aircraft must not be refueled while engines are running or propellers are turning.

B18.2.6 The Contractor must comply with 40 CFR Part 112: Oil Pollution Prevention, Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC) if applicable.

## B18.3 Records/Documentation.

B18.3.1 The contractor must perform fuel quality checks and equipment inspections daily when fuel systems are used. The checks, along with results, must be documented. Listed below are the minimum checks required for daily and monthly inspections. The monthly inspections on government owned systems will be performed by government personnel. Contractors must notify government personnel when deficiencies are noted on government owned fuel systems.

## Daily checks

- 1. General system condition (leaks, fire hazards, security, signs/placards)
- 2. Filter vessel sump sample (when available)
- 3 Mobile equipment cargo tank sump sample (when equipped)
- 4. Bulk storage tank drain sample (when equipped)
- 5. Fuel nozzle sample (visual analysis)
- 6. Dispensing nozzle barrel dustcover (condition/availability)
- 7. Dispensing nozzle screen (condition/availability)
- 8. Fuel dispensing hose (condition & type)
- 9. Static electricity bonding wire & clip assembly (availability & condition)
- 10. Fire extinguisher (availability, type, condition)

Monthly Checks

- 1. Check Fuel Storage Tank for Water (required on tanks not having bottom drains)
- 2. Check fire extinguisher for currency (annual, 6- & 12-year inspection requirements)

B18.3.2 The contractor must document inspections in a ledger or on a form. The government provided form on government systems must be used to document inspections performed. The inspection form/ledger must be made available upon request.

# AIRCRAFT MAINTENANCE REQUIREMENTS

# **B19** General – Maintenance

Note: For mechanic requested to be on-site, see Supplement On-Site Mechanic, B25.10.

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).

B19.1.1 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.

B19.1.2 The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations or the FAA approved maintenance program.

B19.1.3 The Contractor must immediately notify the COTR of any change to any engine, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B19.2 The aircraft weight and balance report must include a weight and balance record, equipment list, and any revision records. A copy of the current weight and balance report must be kept with the aircraft.

B19.2.1 The aircraft's required weight and balance record must be determined by actual weighing of the aircraft, in contract configuration. The weight and balance record must be current, based on the weighing schedule below. Scale readings must be recorded on the weight and balance record. Signature of a rated mechanic verifying accuracy of the record is required.

Weighing Schedule	
Aircraft	Calendar Months
Single engine airplanes	60
Multiengine airplanes	36

# Note: With the exception of tandem seat aircraft, all pointto-point aircraft are excluded from this schedule and must follow their approved 135 operations specifications.

B19.2.2 The aircraft must be weighed following any major repair or major alteration or change to the equipment list that significantly affects the center of gravity of the aircraft.

B19.2.3 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency. The weight and balance record must include the make, model, and calibration date of the scales used to weigh the aircraft.

B19.2.4 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) should be used as a guide. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B19.2.5 Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, special mission equipment, etc.) must also be listed including the name, weight and arm of each item.

B19.2.6 The weight and balance report must be revised, using a weight and balance revision record, each time equipment is installed, or equipment is removed. Weight and Balance Handbook (FAA-H-8083-1B) should be used as a guide.

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

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

B20.2 The Contractor must provide, at the time of agency inspection, a list of issued FAA AD's and MMSB's 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. Signatures of persons verifying accuracy of the list is required.

# **B21 Maintenance Operational Check/Flight**

The Contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, 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.

# **B22** Manuals/Records

B22.1 The Contractor must ensure that all aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 or 121 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439 or 121.380). 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.

B22.2 If requested by the Government, the Contractor must furnish to the COTR, a copy of the Contractor's procedures manuals as outlined in 14 CFR, Part 135.21 along with any revisions made during the contract period.

# **B23 Maintenance**

B23.1 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.

B23.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements 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. B23.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

B23.4 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

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

B24.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAAapproved 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 approved TBO extension programs are acceptable provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates 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 the 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 SUPPLEMENTS**

The supplements listed below and followed up in full text will be included into each Contractor's contract. The supplements impose special operational equipment and personnel requirements that are in addition to the basic fixed wing on call requirements.

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.

For non-tandem seat aircraft, special use aircraft shall be equipped with double strap shoulder harnesses and lap belts for front seat occupants, with the exception of the DHC-2 series Beaver and the DHC-3 series Otter where a single strap inertia real shoulder harness is acceptable for front seat occupants. If aircraft was manufactured after December 12, 1986, the aft compartment shall have single-strap or doublestrap shoulder harnesses and lap belts for each occupant, if manufactured before December 12, 1986, aft compartment shall have at a minimum lap belts for each occupant. Shoulder straps and lap belts shall fasten with metal to-metal, singlepoint, quick-release mechanism.

#### Supplements by Number and Title:

- B25.1 Off Airport Operations-Wheels
- B25.2 Reconnaissance
- B25.3 Low Level Activities
- B25.4 Glacier Landing-Skis (Airplane) Operations in Alaska
- B25.5 Mountainous Terrain
- B25.6 Extended Over-Water Operations
- B25.7 Reserved
- B25.8 Airplane Ski Operations
- B25.9 Aviation Fuel Dispensing Facilities in Alaska
- B25.10 On-Site Mechanic

## SUPPLEMENT

## B25.1 – Off Airport Operations-Wheels (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

**NOTICE:** This contract language meets current DOI policy which is changing. Expect a modification to this supplement in the near future.

**B25.1.1 Definition** - Off Airport: 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) or the Chart Supplement Alaska.
- b) An airport that is "not maintained" in accordance with a FAA Chart Supplement,
- c) Not authorized in the DOI Airport Directory (currently under development), or
- d) Not denoted as an airport on a lower 48 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".

#### **B25.1.2** Personnel Requirements

B25.1.2.1 Airplane wheel operations on unprepared landing areas/off-airport is classified as "special use" and pilots must be carded for Off Airport Operations-Wheels (Airplane) 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.

B25.1.2.2 Pilots must be knowledgeable of the unprepared landing area type; i.e., beach/gravel bars, ridge tops, tundra, tidal beaches, etc. The evaluation will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, GPS, etc.

B25.1.2.3 Current conditions must be ascertained prior to landing, usually by a high and then a low reconnaissance.

#### **B25.1.3 Equipment Requirements**

B25.1.3.1 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.

B25.1.3.2 A <u>first aid kit</u> containing items specified in the exhibits section must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.1.3.3 A <u>survival kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.1.3.4 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 metal-to-metal, single-point, quick-release mechanism.

B25.1.3.5 The airplane must be inspected and carded for Off Airport Wheel Operations on Unprepared Landing Areas and Low Level.

#### SUPPLEMENT

### B25.2 – Reconnaissance (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

#### Definitions

**Reconnaissance:** Must be conducted in airplane flying entirely above 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.

**B25.2.1 Flight Operations -** Mission accomplishment may require unique aircraft operating techniques that may require additional approval.

#### **B25.2.2** Personnel Requirements

B25.2.2.1 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.

B25.2.2.2 Pilots will be required to demonstrate proficiency during an agency evaluation flight. The proficiency check may not be required if the pilot has been previously carded for low level or fire reconnaissance.

B25.2.2.3 Personal protective equipment. PPE is <u>not</u> required for fire or resource reconnaissance flights conducted in fixed-wing aircraft.

## **B25.2.3 Equipment Requirements**

B25.2.3.1 Aircraft must meet the basic requirements for airworthiness and conditions as listed in Section B6.

B25.2.3.2 Installation or utilization of specialized equipment may require additional approval.

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

# B25.2.4 Avionics Requirements-Resource Reconnaissance II

B25.2.4.1 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.

B25.2.4.2 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.

B25.2.4.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

# **B25.2.5** Avionics Requirements – Resource Reconnaissance I

B25.2.5.1 Navigational systems: See B25.2.4.2

B25.2.5.2 One weatherproof, external, broadband antenna covering the 150Comant model CIB25.2.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

# **B25.2.6** Avionics Requirements–Fire Surveillance & Reconnaissance

B25.2.6.1 Navigational systems: See B25.2.4.2.

B25.2.6.2 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.

B25.2.6.3 In lieu of B25.2.6.2 above, the following may be substituted:

B25.2.6.3.1 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.

B25.2.6.3.2 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 Contract must be in the narrowband analog mode.

B25.2.6.3.3 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.

B25.2.6.3.4 Prior to acceptance under this contract, 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.

B25.2.6.3.5 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

# B25.3 – Low Level Activities (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

**B25.3 Low Level Activity.** Any planned flight at less than 500 feet from the surface (not including takeoff or landing). or en route weather considerations).

### **B25.3.1 Flight Operations**

B25.3.1.1 Low level flight (below 500 feet AGL) may be required. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times.

B25.3.1.2 Only personnel necessary to the mission may be on board the aircraft.

B25.3.1.3 Planning. The pilot must attend a mission briefing, which should include flight routes/areas and altitudes, hazard identification, and risk assessment.

### **B25.3.2** Personnel Requirements

B25.3.2.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife or stream surveys, telemetry or radio tracking, law enforcement, aero magnetic survey, search and rescue and low-level military operations such as close air support or attack missions. To qualify for low-level this experience must be intentional, mission-planned flight below 500 feet AGL; incidental low-level operations or pleasure flying at or below 500' AGL does not qualify. Some activities not considered normal low-level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B25.3.2.2 Pilots must show evidence of experience in lowlevel operations and be knowledgeable of all specialized mission requirements. This may include low-level operations, special flight techniques, terrain and hazard considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots may be required to demonstrate their ability during an agency evaluation flight. A low-level flight evaluation is required every 36 months.

#### **B25.3.3 Equipment Requirements**

B25.3.3.1 A <u>first aid kit</u> containing items specified in the exhibits section must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.3.3.2 A <u>survival kit</u> containing items specified in the exhibits section must be furnished by the Contractor and carried aboard the aircraft on all flights.

### SUPPLEMENT

**B25.4** - Glacier Landing-Skis (Airplane) Operations in Alaska (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

**B25.4.1 Definition - Glacier Skiplane Operations:** Takeoff and landing operations with a ski equipped airplane on glaciers. Glacier Landings directly on glacier ice below the snow line using tundra tire equipped aircraft is Off Airport Wheels operations.

#### **B25.4.2** Pilot Requirements

B25.4.2.1 Pilots shall be knowledgeable of glacier operations, high altitude landing and takeoff techniques in snow conditions. This includes: understanding of hidden hazards, (snow depth over crevasses, slope, etc.) snow conditions, (deep, shallow, soft, hard, "very sticky") special flight techniques for "one-way" glacier takeoff and landing, mountain flying, and flat light/whiteout conditions. Equipment operation will include wheel-ski, penetration ski, or straight ski operations.

B25.4.2.2 Pilots must have a minimum of 200 hours PIC in ski airplanes, and will indicate these hours in their initial application, and must also indicate previous glacier ski plane experience documented on an OAS-64C form. This experience may also be verified from pilot logbooks, or company flight records.

B25.4.2.3 Mountainous Terrain is a prerequisite requirement for Glacier Ski Plane operations, and when pioneering new landing areas, Low Level is a prerequisite requirement.

B25.4.2.4 Pilots will be required to demonstrate proficiency during an initial evaluation flight, and recurrent evaluation flight every 36 months.

#### **B25.4.4 Equipment Requirements**

B25.4.4.1 A <u>first aid kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.4.4.2 A <u>survival kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft. While doing glacier operations, all items, excluding the wool blankets but including a sleeping bag, for each occupant, will be on board the aircraft.

#### SUPPLEMENT

## B25.5 – Mountainous Terrain (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

**B25.5.1 Definition** - An endorsement required for operations conducted within 1000 feet of terrain (horizontal or vertical) in the areas designated by the FAA as mountainous IAW 14 CFR 95 Subpart B, except take off, landing and as noted here.

**B25.5.2 Operations -** A mountainous terrain endorsement is not required for contract pilots conducting point to point flights in-accordance-with 14 CFR Part 135 or Part 121.

## **B25.5.3 Pilot Requirements**

B25.5.3.1 Pilots applying for an initial pilot qualifications card with a requirement to operate within 1000 feet of the terrain 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. Pilot experience can also be considered, as long as the pilot has at least 200 hours of actual mountain flying experience in FAA designated mountainous terrain, and can show documentation of this experience.

B25.5.3.2 Current airplane pilots who have demonstrated through other related flight evaluations (i.e. a Low-Level Flight evaluation in the mountains) that they meet the standards found in the Interagency Airplane Pilot Practical Test Standards for Mountainous Terrain will be grandfathered in without the requirement for a Mountainous Terrain flight evaluation.

B25.5.3.3 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 B.

#### **B25.5.4 Equipment Requirements**

B25.5.4.1 A <u>first aid kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.5.4.2 A <u>survival kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

#### SUPPLEMENT

B25.6 - Extended Over-Water Operations

#### **B25.6.1 Definitions**

B25.6.1.1 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.

### **B25.6.2** Certifications

B25.6.2.1 The Contractor must provide evidence of FAA authorization for Class II navigation and authorization for operation in the proposed survey area.

B25.6.2.2 All International Civil Aviation Organization (ICAO) procedures and FAA regulations must be complied with, when applicable; i.e. Oceanic Flights. FAR Part 135.165 and 135.167 must be adhered to.

#### **B25.6.3** Aircraft Requirements

B25.6.3.1 Aircraft must be multiengine.

B25.6.3.2 Aircraft must be certified for IFR.

B25.6.3.3 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.

B25.6.3.4 Aircraft endurance shall be 4 hours with an additional 45-minute reserve at 120 knots at sea level.

B25.6.3.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 feet operational altitude). This is minimum TAS.

#### **B25.6.4 Equipment Requirements**

B25.6.4. A <u>first aid kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.6.4.3 A <u>survival kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.6.4.4 If additional fuel is required to meet the endurance requirements of the order, the Contractor shall furnish an FAA-approved auxiliary fuel tank system.

B25.6.4.5 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.

#### **B25.6.5** Avionics Requirements

B25.6.5.1 One communication system compatible with bureau flight following requirements; i.e., satellite phone, VHF/FM radio, or similar system.

B25.6.5.2 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.

B25.6.5.3 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.

B25.6.5.4 One glideslope system with 20 receiver channels.

B25.6.5.5 One marker beacon receiver system with a three-light indicator.

B25.6.5.6 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 contract.

B25.6.5.7 (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.

B25.6.5.8 At least one IFR Global Positioning Systems (GPS) meeting the following requirements:

B25.6.5.8.1 The GPS's shall be capable of coupling to the aircraft autopilot system.

B25.6.5.8.2 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.

B25.6.5.8.3 The GPS shall have LED or other units with high contrast displays that are backlighted.

B25.6.5.8.4 The Contractor shall install, in the aircraft, an Underwater Acoustic Beacon (Dukane Model DK-100 or equal). The beacon shall be installed and maintained in accordance with the manufacturer's specifications and each

6-month testing shall be documented in the aircraft's maintenance record.

## **B25.6.6 Pilot Requirements**

B25.6.6.1 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.

B25.6.6.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS:

B25.6.6.2.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart or oceanic chart.

B25.6.6.2.2 Install waypoint coordinates.

B25.6.6.2.3 Acquire distance/bearing information to a destination or waypoint.

B25.6.6.2.4 Record as a waypoint coordinates of various locations while en route to a primary destination.

B25.6.6.2.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B25.6.6.3 Pilots shall have logged minimum flight time as follows:

A. 2500 hours	Total flight time for PIC.
B. 75 hours	Actual or simulated instrument
	flight time (including 50 hours in
	flight).
C. 500 hours	Cross-country
D. 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.
E. 200 hours	over typical terrain: Extended over
E. 200 nours	water, Arctic Ocean, Aleutian
	Chain, Arctic Coastal Environment,
	or other similar flying experience
	subject to the approval of the
	Contracting Officer.
	<u> </u>
F. 10 hours	PIC in class in the last 60 days.
	<u> </u>

G. 5 hours Total time in make and model, within the preceding 30 days.

B25.6.6.4 Pilots shall be knowledgeable of IFR, VFR, low level, and slow flight procedures. This includes techniques for low level in slow flight configuration.

#### **B25.6.7** Personal Protective Equipment (PPE)

B25.6.7.1 Anti-exposure suits shall be readily available to each occupant of the aircraft when conducting extended overwater flight and when the water temperature is estimated to be 50 degrees Fahrenheit or less. When conducting low level surveys, the suits must be donned at least to the waist. This is required for everyone on board including the pilots.

# SUPPLEMENT

B25.7 - Reserved

#### SUPPLEMENT

B25.8 - Skiplane Operations (see OPM 29)

OPM 29 can be found at the following address: https://www.doi.gov/sites/doi.gov/files/uploads/opm-29.pdf

B25.8.1 Definitions - This supplement is applicable to operations with an airplane equipped with straight skis, penetration wheel skis or wheel skis, when aircraft is in ski configuration.

B25.8.2 Personnel Requirements

B25.8.2.1 Currency - Pilots must have three take-offs and three landings to a full stop in a skiplane in the preceding 90 days prior to carrying passengers in a skiplane.

B25.8.2.2 Pilots must have documented training or experience in skiplane operations.

B25.8.2.3 An initial flight evaluation is required for contract pilots. Recurrent flight evaluations may be required at the Pilot Inspector's discretion. Contract vendors with current special use authorization for low-level, off airport wheels or glacier skiplane, with documented skiplane experience may not require initial or recurrent evaluations, at Pilot Inspector's discretion.

B25.8.3 PPE Requirement - No PPE required for skiplane operations. PPE is required for arctic or extreme winter weather conditions for each occupant of the aircraft.

#### **B25.8.4 Equipment Requirement**

B25.8.4.1 Straight skis, penetration wheel skis or wheel skis installed on the offered aircraft with appropriate FAA approval.

B25.8.4.2 Installation of skis must be supported by a log book entry, updated weight and balance information and updated equipment list. Documentation must be made available upon request.

B25.8.4.3 A <u>first aid kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.8.4.4 A <u>survival kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

### SUPPLEMENT

#### **B25.9** – Aviation Fuel Dispensing Facilities in Alaska

## **B25.9.1** Fuel and Servicing Requirements: General.

B25.9.1.1 Aviation fuel must be approved for use by the airframe and engine manufacturer. Aviation fuel must meet American Society for Testing and Material (ASTM) specifications (ASTM D-1655 (Jet A, A-1, or B), ASTM-D-910 (100LL).

B25.9.1.2 Contractors receiving fuel from distributors must validate fuel delivered meets the color and API gravity specifications applicable to the specific fuel requested. The specific ASTM applicable to each fuel grade contains data pertaining to appearance (color) and API gravity. Fuel delivery tickets should have the API gravity annotated on them by fuel distributors. Contractors must perform API gravity tests when delivery tickets do not have a documented API gravity or when doubt exists about fuel quality. API gravities must fall within prescribed ranges detailed in the applicable specification. Fuel delivery tickets and testing results must be kept with the fuel dispensing facility for 30 days. The API Gravity range for JET A is 37-51. The API Gravity Range for 100 LL is 64-75.

B25.9.1.3 Fueling operations, including storage and handling, must comply with the airframe and engine manufacturer's recommendations, applicable FAA standards and *National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing*. NFPA 407 can be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169. Maintenance and security of contractor owned fuel storage/dispensing facilities are the Contractor's responsibility.

B25.9.1.4 Contractors must have a fuel quality assurance program based on requirements contained in the equipment manufacturer's operating instructions and applicable fuel testing and documentation requirements contained in *Air Transportation Association Specification 103: Standard for Jet Fuel Quality Control at Airports.* the Department of Interior Fuel Management Handbook.

B25.9.1.5 Contractors must complete an Aircraft Refueling System Questionnaire annually. The questionnaire will be transmitted to the email address provided by the contractor. The completed questionnaires should be emailed to the OAS Fuel Quality Assurance Specialist. (currently charles mathwig@ios.doi.gov). The OAS fuels quality assurance specialist will review questionnaires for completeness. The questionnaires will be utilized to prioritize virtual or physical inspections. A review of questionnaire answers will allow inspector preparation in advance of physical onsite inspections. The completed questionnaires will be filed in the contractor's folder.

B25.9.1.6 Contractors must supply digital photos of critical fuel system components annually. The specific components are fuel filter exterior showing change date, model number, differential pressure gauge, and sump drain, refueling nozzle showing dust cover and screen, storage tank showing decals (No Smoking, Fuel Grade, and Flammable), storage tank sump drain, and fuel servicing hose showing nozzle connection and type when in-scripted in the rubber covering. photos The digital should be emailed to charles mathwig@ios.doi.gov. The photos will be filed in the contractor's folder.

B25.9.1.7 Contractors must complete and document daily when used fuel system inspections. A sample inspection form has been included as an attachment for use by contractors not having established inspection forms.

### **B25.9.2** Aviation Fuel Dispensing Facility: General

B25.9.2.1 As stated in the contract terms and conditions of the document, the Contractor must comply with all applicable Federal, State, and local laws. Spill Prevention Control and Countermeasures Plans (SPCC) are required when conditions warrant implementation.

B25.9.2.2 The Contractor must supply a fuel dispensing facility when necessary to support operations. The fuel dispensing facility must be inspected and approved by the Government. The contractor must maintain a file containing fuel facility inspection reports. The approval/inspection report is an indication the facility meets the equipment requirements of this procurement. DOI passengers may review the current inspection report prior to mission accomplishment. Passengers may reject scheduled flights if fuel quality deficiencies exist or previously identified deficiencies are not corrected.

B25.9.2.3 Fuel dispensing facilities must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B25.9.2.4 Horizontally positioned bulk aviation fuel dispensing tanks should be sloped at a 1 to-20 ratio to prevent water accumulation at the dispensing pump suction point. Tank dispensing drop tubes should be set at a height of 3-6 inches from tank bottoms to prevent water/particulate siphoning during dispensing operations.

B25.9.2.5 Tanks should be sumped or gauged with water finding paste daily when used. Detected water levels greater than <sup>1</sup>/<sub>4</sub> inch shall be removed. The daily sumping shall be documented on a contractor developed checklist/form.

B25.9.2.6 Fuel dispensing pumps, regardless of power source, must be listed for use with petroleum products. Note: UL 79 is a listing for Petroleum Transfer Pumps. B25.9.2.7 Filter and pump sizes must be sized appropriately to prevent filter over-pressurization and subsequent rupture. The fuel dispensing facility must, at a minimum, provide a 10-gallon-per-minute flow rate measured at the nozzle.

# **B25.9.3 Fuel Dispensing Facility: Equipment**

B25.9.3.1 Each fuel dispensing facility must have at minimum one <u>fire extinguisher</u>, having a rating of at least 40-B:C. Extinguishers must meet *NFPA 10: Standards for Portable Fire Extinguishers. Extinguisher inspection & maintenance frequencies established in NFPA 10 shall be accomplished.* 

B25.9.3.2 Fuel dispensing hoses shall be Energy Institute (EI)/American Petroleum Institute (API) 1529 Type C. compliant no later than 2 years after contract award. Hoses changed for cause prior to 2-year period shall be replaced with hoses API 1529 Type C compliant hoses. EI/API 1529 Type CT hoses should be used in cold weather climates. Hoses shall be maintained in accordance with NFPA 407 and EI/API Bulletin 1529.

B25.9.3.3 Closed circuit refueling operations require the use of a dead man control. The over wing nozzle acts as a dead man control during over wing servicing operations.

B25.9.3.4 Aircraft refueling <u>nozzles</u> must include a 100-mesh or finer screen, and a dust cover. Nozzle hold-open devices are not permitted on over wing nozzles. If aircraft have bonding points in the vicinity of the fuel port(s) the nozzle must have a bonding wire with clip to allow bonding prior to fuel cap removal.

Nozzle barrel/spouts shall be touched to aircraft fuel cap prior to cap removal when grounding points are not available on the aircraft. This process negates the nozzle bonding wire/clip requirement stipulated in NFPA 407.

B25.9.3.5 An accurate <u>fuel-metering device</u> for registering quantities in U.S. gallons of fuel pumped must be provided.

B25.9.3.6 Fuel dispensing facilities must have a <u>bonding</u> <u>cable</u> with clip/plug to allow system-to-aircraft bonding stipulated in NFPA 407.

B25.9.3.7 Fuel dispensing facilities vehicles must have enough petroleum product absorbent <u>pads</u> or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR, Parts 261 and 262).

# B25.9.4 Fuel Dispensing Facility: Filtering System

B25.9.4.1 Filtration must be sized to withstand fuel system pressures and flow rates.

B25.9.4.2 The filter manufacturer's operating, installation, and service manual must be with the fuel servicing facility. The manufacturer's operating instructions related to filter change out criteria must be adhered to.

B25.9.4.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 <u>Specifications and Qualifications</u> <u>Procedures for Aviation Jet Fuel Separators</u> or EI Specification 1583 <u>Laboratory Tests and Minimum</u> <u>Performance Levels for Aviation Fuel Filter Monitor</u>. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	the effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

Three-stage (coalescer cartridge(s), separator cartridge(s), and monitor(s)) systems are /EI/API 1581 qualified. A single stage system meeting EI/API 1583 qualifications uses a single element system. Filter manufacturers Velcon, Raycor, and Facet manufacture filtration specifically for aviation refueling. These companies produce both single and threestage systems.

B25.9.4.4 The filter vessel must be placarded indicating the filter change date. Filters changes are required annually unless contamination buildup requires earlier change outs. Spare filters must be available to allow periodic and emergency filter changes.

B25.9.4.5 Differential pressure gauges must be installed on refueling systems operating at 25 psi or above.

B25.9.4.6 If equipped with a drain, the bottom of the filter assembly must be mounted to allow room for draining and pressure flushing into a container. If the unit is equipped with a water sight gauge, the ball must be visible. Filters vessel sumps shall be drained daily to remove accumulated water and particulate. Sump samples should be taken in white buckets and analyzed visually to ensure contamination removal.

B25.9.4.7 A spare filter, seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area located at the fuel dispensing facility.

B25.9.4.8 API/EI 1583 filtration shall not be used with jet fuel containing FSII/Prist unless the FSII/Prist is injected downstream of filtration.

# B25.9.5 Fuel Servicing Facility: Markings

B25.9.5.1 Each fuel dispensing facility shall have NO SMOKING signs posted to eliminate smoking within 50' of dispensing operations.

B25.9.5.2 Each fuel dispensing facility shall have fuel grade markings at fuel receipt and dispensing points. Storage tanks shall have fuel grade markings on the tank sides and ends.

B25.9.6.1 Government personnel must not be involved with refueling of contract aircraft. Passengers shall not be on board the aircraft during aircraft refueling operations.

Examples: Jet-A white on black background or AVGAS 100LL white on blue background.

# **B25.9.6 Fuel Servicing Facility: Operations**

B25.9.6.2 Smoking is prohibited within 50 feet of the fuel facility receipt and dispensing operations.

B25.9.6.3 Rapid/ hot refueling operations are not allowed on this contract.

#### SECTION B – TECHNICAL SPECIFICATIONS

#### SUPPLEMENT

#### B25.10 - On-Site Mechanic

#### **B25.10.1 Mechanic Requirements**

B25.10.1.1 For each day the aircraft is required to be available; the Contractor must furnish a mechanic who is onsite and immediately available to service and inspect the contract aircraft at the designated/alternate base.

# **B25.10.2 Mechanic Qualifications**

B25.10.2 The Contractor may enter into an agreement with a qualified mechanic or maintenance facility. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

B25.10.2.1 The mechanic shall have a valid FAA mechanic certificate with airframe and powerplant (A&P) ratings and shall have held the certificate, or foreign equivalent, with both ratings for a period of 24 months.

B25.10.2.2 The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months.

B25.10.2.3 The mechanic shall have 12 months experience as an A&P mechanic, or foreign equivalent, in maintaining the same category (i.e. airplane/rotorcraft) of aircraft as the contract aircraft (3 of those 12 months must have been in the preceding 24 months).

B25.10.2.4 The mechanic must show evidence of maintaining an aircraft of the same make and model as the contract aircraft under "field" conditions for one full season. Three months experience maintaining the aircraft away from the operator's base of operations, while under minimal supervision, will meet this requirement.

B25.10.2.5 The mechanic must have 12 months maintenance experience on the same make and model as the contract aircraft or satisfactory completion of a manufacturer, or equivalent, maintenance course for the same make and model as the contract aircraft.

B25.10.2.6 The contractor will provide the COTR, or their designated representative, with a completed OAS-41 Aircraft Maintenance Personnel Experience Summary (https://www.doi.gov/aviation/library/forms#inspforms) for mechanics provided under paragraph B13. The individual mechanic and a contractor representative (Director of Maintenance or higher) must sign the form to indicate that the data listed has been verified from logbooks, employment records, etc...

B25.10.2.7 When requested by the Government, each mechanic must furnish a valid Interagency Mechanic

Qualification Card for review. The designated Interagency Maintenance Inspector will issue the card.

#### **B25.10.3 Mechanic Duty Limitations**

B25.10.3 Mechanics must not exceed the following duty limitations:

B25.10.3.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B25.10.3.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B25.10.3.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated, or any other time of a commercial nature whether compensated or not.

B25.10.3.4 The Government may further restrict duty hours and may remove the mechanic for fatigue or other causes before reaching their daily duty limitations.

B25.10.3.5 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

Regardless of the above limits, mechanics are expected to notify the government if they become fatigued prior to reaching the duty daytime limit.

B25.10.3.6 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

# SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

All Offerors must comply with the following Federal Acquisition Regulations (FAR), Department of the Interior Acquisition Regulation (DIAR), and Acquisition Services Directorate (AQD) clauses which apply to this acquisition:

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/?q=browsefar

#### **Clauses Incorporated by Reference**

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 Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

52.212-4 Alt 1 (Jan 2017)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

52.242-13 Bankruptcy (Jul 1995)

52.253-1 Computer Generated Forms (Jan 1991)

# ADDENDA TO CONTRACT TERMS AND CONDITIONS

#### C2 52.212-4(a) Inspection/Acceptance

The following is added:

C2.1 Inspection Scheduling and Process. After contract award and each subsequent year of the contract, the COTR will schedule a date to inspect the Contractor's aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government and the contractor.

Aircraft inspections will only be conducted for aircraft that are approved for use on this contract. One PIC, and/or SIC (if applicable), will be inspected per each approved aircraft. Additional PIC's and/or SIC's may be inspected on a case by case basis, if requested by the contractor and approved by the Government. OAS cards will only be issued for approved aircraft on this contract.

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 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 Contractor written requests for details in writing. 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.

Contractors will not be OAS carded for Non-DOI contracts unless the DOI agency and OAS have a written agreement in place with the Non-DOI entity. If a contractor agrees to provide an OAS carded aircraft and/or pilot for work not endorsed by a DOI Bureau and OAS, the government will not be obligated to approve (card) aircraft and pilots for that work.

C2.1.2 Prior to an evaluation flight and/or OAS card being issued, the Contractor shall submit the following documentation to the OAS Alaska Regional Office (AKRO) for each requested pilot:

-Completed OAS 64A.

-Current FAA medical certificate.

-Current FAA check ride (FAA 135.293 (a) and (b) in each category and class, and at least a 135.293 (a) (knowledge) in every make/model of aircraft to be used on contract, as well as 135.299 and 135.297 with a current135.297 (g) if autopilot is to be used/single pilot IFR).

-Front and back copy of FAA pilot certificates.- For initial pilot carding or for initial flight evaluations a completed OAS-64C Verification of Experience.

C2.1.3 The above information applies to both special use and point to point operations. Special use pilot evaluations will be scheduled and conducted by an approved OAS Pilot Inspector. An approved U.S. Forest Service (USFS) Pilot Inspector may be utilized if OAS AKRO is notified prior to scheduling the evaluation. If the contractor's pilot has been previously issued an OAS

card, the contractor shall provide all the above information NO LATER THAN 30 DAYS and NO EARLIER THAN 60 DAYS prior to the expiration date on the OAS card. Any information received outside of this time frame, including expired/soon to expire copies of FAA check rides and medical certificates, may result in a delay in the contractor's pilot being carded.

C2.1.4 Aircraft special use inspections may include an on-site physical inspection of the aircraft and applicable maintenance records. These inspections will be scheduled and conducted by an approved OAS Maintenance Inspector. An approved USFS Maintenance Inspector may be utilized if OAS AKRO is notified prior to scheduling the inspection.

C2.1.4.1. Pilots and aircraft currently carded by the USFS **may** be approved for use by OAS. Prior to approval, however, OAS must receive all pertinent USFS aircraft and/or pilot inspection documentation before an approval can be issued by OAS. This documentation must be provided to OAS NO LATER THAN 14 DAYS PRIOR TO ANTICIPATED USE. Under no circumstances is a DOI agency authorized to issue an order for a USFS carded aircraft or pilot that has not been approved and carded by OAS.

C2.1.5 Point to point aircraft are typically not inspected physically, although OAS reserves the right to conduct such an inspection. For all point to point aircraft not physically inspected by OAS, the following information must be submitted to OAS AKRO for each approved aircraft NO LATER THAN 1 FEBRUARY of the calendar year for the intended initial use of the aircraft.

-FAA Operations Specifications sections A, B, C, and D. -A copy of the contractors General Operations Manual (GOM).

-Insurance verification for the number of passenger seats the specific aircraft is insured for.

-Weight and Balance and Equipment List for each aircraft.

Additionally, after a point to point card is issued, the contractor must submit NO LATER THAN 1 FEBRUARY of the calendar year the aircraft card will expire, any changes to the updated information. If none of the required information has changed, then the contractor shall submit in writing that the previously submitted information is still current.

Any of the above information received after 1 February of the respective calendar year may result in a delay in the aircraft being carded.

C2.2 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.

C2.2.1 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 contract. The Contractor must also notify the CO and 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).

C2.3 Approved aircraft and pilots will be issued an Interagency Aircraft Data Card and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

C2.3.1 The DOI aircraft data card must be kept in the aircraft and available for inspection at all times.

C2.3.2 The DOI pilot qualification card must be kept in the possession of the pilot and available for inspection at all times.

C2.4 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 reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.9.

C2.4.1 Failure to have an originally offered aircraft presented for inspection within 60 days after notice for an inspection may result in removal of the aircraft from the contract.

C2.4.2 When an aircraft has not flown under a DOI issued task order within a 12 consecutive month timeframe, the card may be revoked, and aircraft removed from the contract.

# C2.5 Equipment

C2.5.1 The 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.

#### C2.6 Pilots

C2.6.1 Only those individuals whose past flight time and experience can be verified from logbooks, 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.

C2.6.1.1 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 Airmen Certification Standards (ACS) and the Interagency Practical Test Standards (IAPTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C2.6.1.2 The aircraft used for the pilot flight evaluation(s) must be the same make, model and series awarded for this contract and should be equipped with dual controls. If an offered aircraft is not equipped with dual controls, evaluation flight will be at the Pilot Inspector's discretion. 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.

C2.6.1.3 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).

C2.6.1.4 Services provided under this contract may 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 contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Airplane Off-Airport Wheeled Operations Airplane Ski Operations Reconnaissance Low Level Activities Glacier Skiplane Operations Mountainous Terrain Extended Overwater Operations

#### C2.7 Reinspection Expenses

C2.7.1 The Contractor may 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.

C2.7.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

# C3 52.212-4(k)Taxes

**Important Notice:** In accordance with 52.212-4(k), the price(s) in the pricing 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 considered included in the contract prices are:

Federal Airport and Airway Excise Taxes Transportation Taxes (passengers and cargo)

#### **Clauses Incorporated by full text:**

#### C4 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

(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 items:

(1) 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, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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)).

(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 items:

 $x_{1}$  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 $x_{2}$  (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

(3) 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, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_(5) [Reserved].

\_\_\_\_\_(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 $x_{1}$  (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 $\underline{x}$  (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

\_x\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_(10) [Reserved].

\_\_(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

(ii) Alternate I (Mar 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Mar 2020) of 52.219-4.

 $(\overline{13})$  [Reserved]

 $\underline{x}$  (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (Mar 2020) of 52.219-6.

\_\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (Mar 2020) of 52.219-7.

\_x\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_(17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

\_\_\_(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Jun 2020) of 52.219-9

(18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

\_x\_ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages-

Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f). \_x\_(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

\_\_\_(24) 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 (Mar2020) (15 U.S.C. 637(m)).

\_\_\_(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

\_x\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

\_x\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

<u>x</u> (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

\_\_\_\_(31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

 $x_{(32)}$  (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

\_x\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

 $x_{1}$  (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 $x_{35}$  (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37) (i) 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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). \_\_\_(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_\_(40) (i) 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.

\_\_\_\_\_(41) (i) 52.223-14, Acquisition of EPEAT Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun2014) of 52.223-14.

\_\_\_\_(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43) (i) 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.

\_x\_(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_\_(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

\_\_(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a). (ii) Alternate I (Jan 2017) of 52.224-3.

(48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).

\_\_\_\_(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 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.

\_\_\_(iii) Alternate II (Jan 2021) of 52.225-3.

\_\_\_\_(iv) Alternate III (Jan 2021) of 52.225-3.

(50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 $\underline{x}$  (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_(52) 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).

\_\_(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

\_\_\_\_(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

\_\_\_\_(55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

\_\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_(57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_x\_(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

\_\_\_\_(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_\_(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 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 items:

 $x_{1}$  (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_x\_(3) 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 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_\_(5) 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).

(6) 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).

\_x\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

<u>x</u> (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, on the date of award of this contract, and does not contain the clause at 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, 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 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, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) 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(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). (xiii)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 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).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). 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 items a minimal

number of additional clauses necessary to satisfy its contractual obligations.

#### C5 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the period of performance for each year of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when----

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

#### C6 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$250,000;

(2) Any order for a combination of items in excess of \$500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### C7 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period

stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

#### C8 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. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

# C9 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years six (6) months.

# C10 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 5332.

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

Employee Class	Monetary Wage Fringe Benefits
Aircraft Pilot, Alaska GS-2181-11, Step 1	\$34.64

Fringe benefits such as, life, accident, health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent. Fringe benefits also include 10 paid holidays, 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. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

# C11 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(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) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is 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;
- Make any final decision on any contract matter subject to the Disputes Clause;
- Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. 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 the COR has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the COR's appointment, 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 (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) 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.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

# C12 COTR/Safety Manager

# C12.1 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 COTR for this contract is:

Mr. Marc Tunstall (Alaska) DOI – Office of Aviation Services (OAS) 4405 Lear Court Anchorage, AK 99502

Phone:907-271-5043Fax:907-271-4788

#### C12.2 The OAS Aviation Safety Manager

The OAS Aviation Safety Manager 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 Boise, ID 83706-3991 Phone: 208-433-5071 Fax: 208-433-5007

#### SAFETY

#### C13 Safety and Accident Prevention

C13.1 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.

C13.1.1 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).

C13.1.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports 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.

# C13.2 Reserved C13.3 Mishaps

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, offeror policy, procedures, practices, or programs, or whether there was negligence on the part of the offeror 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.

#### C13.3.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

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

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

C13.3.1.1 <u>Airspace Conflict</u>. A near mid-air collision, intrusion, or violation of airspace rules.

C13.3.1.2 <u>Aviation Hazard</u>. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C13.3.1.3 <u>Incident with Potential</u>. 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.

C13.3.1.4 <u>Maintenance Deficiency</u>. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C13.3.1.5 <u>Mishap - Aviation Mishap</u>. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies

C13.3.1.6 <u>SAFECOM (https://www.safecom.gov/)</u>. 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).

#### C13.3.2 Mishap Reporting

C13.3.2.1 For "Aircraft Accident" or NTSB reportable "Incident", the Contractor must immediately, and by the most expeditious means available, notify the NTSB, CO, and the OAS ASM.

C13.3.2.2 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 ASM by calling 1-888-4MISHAP.

C13.3.2.3 In an effort to prevent future mishaps, the Contractor must report aviation hazards, and maintenance deficiencies.

C13.3.2.4 The toll-free 24-hour Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427)

**C13.3.3 Mishap Investigations.** It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C13.3.3.1On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C13.3.3.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C13.3.3.3 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.

C13.3.3.4 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.

C13.3.3.5 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.

# C13.4 Forms Submission

C13.4.1 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 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C13.4.2 The Contractor must submit a SAFECOM to the OAS ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via <u>https://www.safecom.gov/</u> is preferred. Blank SafeComs can be obtained from the above internet site. If you're unable to submit via the website, then you may email the form to <u>admin\_safecom@ios.doi.gov</u>. Otherwise, blank SAFECOMs can be obtained from the above internet site.

Hard copy documents can be mailed or faxed to:

The Department of the Interior, OAS ATTN: Aviation Safety Manager (ASM) 300 E. Mallard Drive, Suite 200 Boise, ID 83706-3991 Fax: 208-433-5007

The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a SAFECOM.

# C13.5 Pilot Suspension

C13.5.1 Upon receipt of any information that indicates a serious safety concern or notification of a reportable

incident as defined within 49 CFR 830.5, the Government (OAS ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C13.5.2 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 the outcome of the investigation.

C13.5.3 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), pending the investigation outcome.

C13.5.4 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 OAS ASM and 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.

#### **C13.6 Preservation Requirements**

C13.6.1 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.

C13.6.2 The NTSB's release of the wreckage does not constitute a release by the CO and the agency Investigator in Charge (IIC).

# C13.7 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.

#### C13.8 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.

#### C14 Aircraft Use Report

C14.1 The Contractor and the Government must complete and sign an Aircraft Use Report, AMD-23/23E form or other form as directed by the CO. The form must have the appropriate Contractor and Government Representative signatures verifying and approving the services. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO.

C14.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, fuel, lodging, etc.) shall be submitted with the applicable Aircraft Use Report or other form as directed by the CO. Receipts are required for reimbursement.

C14.3 Aircraft Use Reports or other form as directed by the CO are to be submitted as soon as possible after services are complete and at least every two weeks for projects with longer durations.

C14.4 Subsequent electronic invoicing through the Invoice Processing Platform (IPP) (see below) will match the same period and amounts as the Aircraft Use Report submission or other form as directed by the CO.

# C15 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

C15.1 Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

C15.2 "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: <u>https://www.ipp.gov</u>.

C15.3 Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Aircraft Use Reports (AMD Form 23/23E or other form as directed by the CO). See C13.1.
- Supporting documentation (receipts). See C14.2.
- Pdf copy of input into DOI electronic reporting system.

C15.4 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) within 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.

C15.5 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 proposal or quotation.

#### **C16 Contractor Personnel Security Requirements**

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 screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees may be issued a temporary visitor badge to display during contract performance when accessing a federally controlled facility.

# C17 Reserved

#### C18 Aircraft Insurance

C18.1 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.

# C18.2 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.

#### C19 Economic Price Adjustment – Insurance

C19.1 During the contract period the Contractor or Government may request an hourly flight rate adjustment set forth herein to reflect substantial (greater than 15%) increases and/or decreases in the cost of commercial aviation insurance. Requests must be made in writing to the CO and include the required documentation regarding the base and reference prices.

C19.2 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 section.

C19.3 Base Price. The base price is the premium the Contractor paid for each aircraft at time of contract award. An insurance statement will be required to document this base price if an increase or decrease is requested.

C19.4 Reference Price. The reference price is the insurance premium for the upcoming year, showing the documented (substantial) increase or decrease. An insurance statement will be required to document this referenced price if an increase or decrease is requested.

C19.5 Adjustments to flight rates based on insurance premium changes must be due to industry changes and not due to the Contractor's circumstances (accidents, aircraft additions/removals, etc.). Requests will be evaluated and considered by the Contracting Officer. It is at the Government's discretion to approve any rate adjustments. The Contracting Officer will make the final determination to adjust rates through a bilateral modification.

C19.5.1 Flight Rate Adjustment. Adjustment to the flight rate is one-half the difference between the Base Price and Reference Price divided by 100 to come up with a change percentage. The change percentage will be applied to the current contract flight rate to establish an updated rate. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up. The updated rate(s) will be finalized via bi-lateral contract modification. The effective date of the flight rate adjustment will be stated on the bi-lateral modification signed by the CO.

# **C20** Contractor Onboarding Procedures

The Government reserves the right to announce a new competition (onboarding) for the purpose of adding additional small business, multiple award, indefinite delivery, indefinite quantity (IDIQ) contract holders. Onboarding procedures may be implemented at any time over the life of the contract by reopening the competition and utilizing the same basis of award established in the original solicitation (140D8120R0004). Bureau customers can initiate the need for additional contract

holders by contacting the Contracting Officer. The Contracting Officer will assess the need for additional support. Should additional support be required, the Contracting Officer will publicize a notice in the Government Point of Entry (www.beta.sam.gov), issue a solicitation amendment, and complete evaluation in the same manner as the initial solicitation. Contracts awarded utilizing the onboarding procedures will include the same terms and conditions as those in the initially awarded contracts. Neither the overall period of performance nor the ceiling of the basic contract will be revised as a result of implementing the onboarding procedures.

#### C21 Contractor Performance Assessment Reporting System (DEC 2015)

(a) <u>FAR 42.1502</u> directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by <u>FAR 42.15</u>.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a webbased system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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

(d) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <u>https://www.cpars.gov/</u>.

(e) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <u>https://www.cpars.gov/</u>.

(i) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.

(ii) Your comments should focus on objective facts in the AO's narrative and should provide your views

on the causes and ramifications of the assessed performance.

(iii)All information provided should be reviewed for accuracy prior to submission.

(iv) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

(v)Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

(vi) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

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

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

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

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than <u>seven</u> days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

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

# C22 Prework Meeting

A prework meeting between the Government and the Contractor along with their primary crew members may be held virtually or in person at or near the starting designated base and is usually in conjunction with the start of the contract period. The Contractor's primary crew members must attend any prework meeting. The meeting may include, but is not limited to: (1) basic review of the contract; (2) ordering procedures; (3) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.; (4) measurement and payment; and (5) review of the local base procedures. This meeting is administrative in nature and is not intended for technical inspection purposes.

# C23 Contract Period

The contract period will be from April 1, 2021, through March 31, 2022, unless otherwise extended as allowed herein.

Option Year 1: April 01, 2022 through March 31, 2023 Option Year 2: April 01, 2023 through March 31, 2024 Option Year 3: April 01, 2024 through March 31, 2025 Option Year 4: April 01, 2025 through March 31, 2026 Optional 6-month extension: April 1, 2027 through September 30, 2027

# C24 Add/Remove Aircraft after Contract Award

After contract award and initial inspection, the Contractor may request to add or remove aircraft. All requests shall be made in writing to the Contracting Officer. The aircraft requested must meet the minimum requirements set forth in this contract. Requests must include a pricing sheet, the FAA Operation Specifications showing the aircraft, and an Aircraft Questionnaire and weight and balance for the aircraft type offered. Requests will be considered quarterly by the Contracting Officer. Each request will be evaluated by the DOI based on the needs of the Government. It is at the Government's discretion to approve the additional aircraft. The Contracting Officer will make the final determination to add aircraft to a contract through a bilateral modification. The Contractor may contact OAS regarding scheduling aircraft inspection only after finalization of a bilateral modification to add the aircraft to the contract.

The request to remove aircraft can be done anytime during the contract period and is accomplished by bilateral modification.

# C25 Orders for Services

C25.1 The Government will award individual task orders against this contract based on best value for the specific government requirement. Best value determinations will be made by comparing aircraft capability and equipment, pilot qualifications and past performance, aircraft location, availability and cost estimate for the requirement. Contracted flight rates, pilot details, and aircraft information will be found on the Resource List. The Resource List is a list available to DOI, which contains all OAS carded aircraft and pilots on contract. The List shows all contract rates, as well as OAS carding details.

C25.1.1 For requirements under the Simplified Acquisition Threshold (SAT), which is currently \$250,000, the Government will use estimated flight costs (flight time estimates multiplied by the contracted flight

rates), estimated standby, fuel costs, and any other estimated project costs (i.e., ferry time (the flight time to get from contractors base to project location), per diem, landing fees, etc.) to assist in determining best value. Requestors may ask for flight time and fuel estimates to aid in creating cost comparisons/estimates. Requestors should check availability with the recommended vendor. The Contracting Officer makes the final determination regarding task order award.

C25.1.2 For requirements over the SAT, a task order proposal request will be sent via email to every DOI fixed wing on call Contractor. Mission specifics, to include aircraft and pilot requirements, estimated period of performance, project location, and any other relevant details will be included. Interested Contractors will submit proposals to the Contracting Officer by the date specified in the email. Selection will be made based on best value to the Government. Rates higher than the contract rates will not be accepted, but Contractors may propose rates lower (discounted) than their contract for that specific requirement.

C25.2 Tradeoffs may be made to determine which Contractor provides the best combination of aircraft, location, past performance and price given the specific requirement.

C25.3 The Government's urgency in acquiring services may be a factor and override any other criteria identified above.

C25.4 Notice of project award (task order signed by a Contracting Officer) will be sent to the Contractor and the requestor via email.

C25.5 The Government **does not guarantee** the placement of orders for service under this contract, and the Contractor is not obligated to accept an order. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

# C26 Availability Requirements

During the contract period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available 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 contract.

#### C27 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, in one of the following categories:

C27.1 Reaction Time. Personnel must be on standby each day as scheduled and 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.

C27.2 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 <u>cannot be required</u> to return to duty status without the appropriate consecutive hours of rest (off duty) prior to any assigned duty period, provided the advance release of the Contractor's personnel was approved by the customer in advance.

# C28 Contract Non-compliance

C28.1 The Contractor will not be considered for contract work when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Contractor aircraft and/or pilot(s) will be removed from the Resource List and will not be available for Government use until the Contractor has notified the CO and COTR that they are available, and they are satisfied that all the conditions below have been met.

C28.1.2 The Contractor may be required to demonstrate their contract compliance by providing documented evidence to the CO and COTR that the deficiency has been corrected. Evidence may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, a physical inspection by an OAS Inspector may be required.

C28.1.3 Once the documented evidence is approved by the CO and COTR, the contractor will be shown as available on the Resource List.

C28.2 During periods of Contractor non-compliance, 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.

C28.3 If the contractor is unable to comply with contract requirements due to conditions beyond their control, the contractor needs to notify the CO and COTR of the situation as soon as possible for a compliance determination.

#### **C29** Measurement and Payment

C29.1 Contract Pricing. Unit prices for standby and flight hours must be in whole dollars. If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

**C29.2 Standby.** Standby is only earned when the pilot is held in a **ready** status, awaiting direction from the Government for future flight needs (Government operational control). The Contractor cannot conduct flights for anyone else during standby time due to the ready status for the Government. The Government will pay for standby time when properly invoiced and reported on the Aircraft Use Report Form, at the rate stipulated on the Pricing Sheet in Section A2. This applies to situations when the Contractor is held away from their base overnight, as well as single day missions.

C29.2.1 The Contractor may offer more favorable standby terms (e.g., free standby equal to hours flown, discounted standby for longer projects, no standby, etc.). The more favorable terms may be agreed to in advance and included on the task order.

C29.2.2 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.

C29.2.3 When prolonged standby is anticipated, the government traveler may release the Contractor 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 flight time will be earned while the Contractor is operating the aircraft for their own purposes.

C29.2.4 When a Contractor is held away from their base of operations overnight, standby is only applicable for the time when the pilot is held by the Government in a ready status (Government operational control), awaiting flight direction for future flight needs. This is not meant to compensate the pilot for all their time spent away from base. Flight time plus guarantee and standby cannot exceed the 14-hour duty day.

**C29.3 Guarantee.** Payment of Guarantee Averaged over Period of Hire. When the Contractor is <u>required to remain</u> <u>overnight away from the Contractor's aircraft base of</u> <u>operations identified in Section A</u>, the Government will pay the Contractor a flight hour guarantee when documented on the Aircraft Use Report Form for payment. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by the guarantee of flight (**3 hours**) per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C29.3.1 Guaranteed flight hours due will be billed upon **conclusion** of the project. A one-line entry should be included on the Aircraft Use Report form, under the feebased section, showing the flight time due with GTD used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A.

C29.3.2 When Contractor service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable for that day.

NOTE: It is the Contractor's responsibility to calculate and claim guaranteed flight hours due on the Aircraft Use Report form and submit via the DOI electronic invoice/use report system. It is not the Government's responsibility to ensure Contractors are claiming any guarantee due. Any guarantee due must be claimed on the last Aircraft Use Report submitted for the project.

C29.4 <u>Designated Base</u>. This is the site indicated in Section A where the aircraft is based per the contract. The Contractor is eligible for payment for flight time (ferry) to report to and from the requested project location.

C29.5 When the Contractor elects not to immediately return to the original location of hire or departs for a new work site when released from the project, all payable items for the order end at the time of release.

C29.6 For one-day flights where the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence, flight time and fuel, as it is incurred for return to the hired location the following morning. (i.e. release occurs at 8:00 p.m. but sufficient time is not available for the aircraft to immediately return to its location of hire the same day, it would be appropriate to pay subsistence, flight time and fuel to the hired location the following morning when it is actually incurred.) This should be anticipated in advance and funded/authorized on the task order or a bilateral modification completed prior to expenses being incurred.

C29.7 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C29.8 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services (OAS) inspection, unless otherwise specified in this contract, will be at the expense of the Contractor and will not be measured for payment.

C29.9 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.

#### C30 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented and approved on the Aircraft Use Report for payment and supported by invoice(s) and/or document(s), as required below and IAW FAR 52.212-4 Alt I. The Government will not pay invoices submitted with incomplete or missing supporting documentation.

C30.1 <u>Subsistence Allowance</u>. A claim for a subsistence allowance (meals and incidentals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base and authorized on the task order. In accordance with the Federal Travel Regulations (FTR), the Contractor may claim <sup>3</sup>/<sub>4</sub> the combined meals and incidental rate for each authorized crew member for the first and last days of the project and the full authorized rate for the days in between.

C30.2 Lodging Allowance. If not Government-provided, the Contractor may claim an overnight allowance not to exceed to the Federal Travel Regulation (FTR) applicable rate for the location. Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment and the Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C30.2.1 Lodging receipts **ARE** required to support all subsistence claims. Vendors will only be reimbursed for what they spent, up to maximum FTR authorized rate at the applicable location. In accordance with FAR 52.212-4 Alt I, vendors must make any other records associated with travel in support of the services required under this contract, available to the Government upon request.

C30.3 The Government, at its option, may provide meals and/or lodging (which may be remote field or camp accommodations). This should be agreed to by the Contractor in advance and noted on the task order.

C30.3.1 If the Contractor does not use Governmentprovided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C30.3.2 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. 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.

For current FTR per diem rates see Internet site: https://www.defensetravel.dod.mil/site/perdiemCalc.cf m

C30.4 <u>Fuel Supply Expense</u>. The Contractor is responsible for the cost of all fuel required for contract performance. The Contractor will be reimbursed for fuel used for contract performance when properly invoiced. See C15.

C30.4.1 The Government may furnish fuel if available.

C30.5 <u>Miscellaneous Contractor Costs</u>. Miscellaneous costs that cannot be recovered through the contract payment rates and are the direct result of ordered services away from the designated base may be reimbursed at actual costs when authorized in advance on the awarded task order. Examples of such items are airport use costs (tie-downs, hangar rentals, landing fees). The Contractor must support the claimed amount with an itemized, paid receipt.

C30.6 <u>Co-Pilot Fees.</u> In the rare event that a co-pilot is required by DOI, a fair and reasonable fee will be negotiated and included on the awarded task order.

# EXHIBITS

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

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

Item	Unacceptable Conditions
Webbing	<ol> <li>Frayed: 5 percent or more</li> <li>Torn</li> <li>Crushed</li> <li>Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>Creased: no structural damage allowed</li> <li>Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol> <li>Inoperable buckle or other hardware</li> <li>Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>Fabricated bushings or tie wraps used as bushings</li> <li>Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>Wear: wear beyond normal use</li> <li>Use of any devices such as tie-wraps, safety wire, clamps etc., to attach shoulder harness buckles to lap belts buckles.</li> </ol>
Stitches	<ol> <li>Broken or missing</li> <li>Severe fading or discoloring</li> <li>Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol> <li>Missing</li> <li>Illegible</li> </ol>
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	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 passen	gers.		
Item	Passenger Seats 0-9	Passenger Seats 10-50		
Adhesive bandage strips, (3 inches long)	8	16-50		
Antiseptic or alcohol wipes (packets)	10	20		
Bandage compresses, 4 inches (aka "field dressing")	4	8		
Triangular bandage, 40 inches (sling)	2	4		
Roller bandage, 4 inches x 5 yards (gauze)	2	4		
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2		
Bandage scissors Body fluids barrier kit:	1	1		
2 pair nitrile or nonlatex s 1 face shield	surgical gloves	1		
1 mouth-to-mouth barrier				
1 protective gown				
2 antiseptic towelettes				
1 biohazard disposable ba	ng			
NOTE: Splints are recommended if space permits.				
Minimum Aircraft Survi	ival Kit Items			
<ul> <li>Fire starter (can be two boxes of matches in waterp Magnesium fire starter</li> <li>Signal mirror</li> <li>Whistle</li> <li>One knife (includes "multi-tools" with knives)</li> <li>Wire saw, axe, hatchet, or machete</li> <li>Nylon rope or parachute cord (50 feet, minimum 1/2</li> <li>Collapsible water container (Sealing clear plastic b</li> <li>Water purification tablets</li> <li>Water (one quart per occupant required except v drinking water)</li> <li>Food (2 days emergency rations per occupant, with °</li> </ul>	/8 inch [3mm] thick) ag(s)) when operating over a a caloric value of 1,00	reas without adequate		
Alaska Specific				
Rations for each occupant to sustain life for one week One Axe or hatchet	2			
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.				
One mosquito head net for each occupant				
Mosquito repellant containing minimum 40% DEET				
Laser rescue light Signal flares (6 each) (non-marine signal flares)				
Two small signaling devices such as colored smoke	bombs, railroad fusees	, or Verv pistol shells,		
in sealed metal containers;	,			
Personal Locator Beacon (PLB) Note: Required only	if aircraft ELT require	s 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

#### GAL/HOUR AIRCRAFT AIR TRACTOR AT-802-67F......90T BEECH King Air 90 (Series) ......70T King Air 100 ...... 80T King Air 300 ...... 89T Mentor T-34 ..... 14 Mini Liner 99 ...... 85T Queenair 80...... 34 Bonanza 33/35/36.....14 BELLANCA Citabria/Scout......9 BOEING 727 ...... 1000T DC-3T ......150T DC-9.....700T BOMBARDIER CL-215 ...... 150 CL-215T......237T BRITTEN-NORMAN CESSNA L-19...... 11 182RG......14 310 32 Citation I .....140T Citation II, III ......160T

AIRCRAFT	GAL/HOUR
<u>CASA</u> Aviocar 212	105T
<u>CONSOLIDATED</u> Convair 580/600	338T
<u>DE HAVILLAND</u> Beaver DH-6 Twin Otter Beaver T DH-7 DH-8	
<u>DORNIER</u> DO-228	90T
<u>EMBRAER</u> PW 115 (1600)	159T
<u>FALCON</u> 10 20 50	240T
<u>FAIRCHILD</u> Porter F-27 SF 340	288T
GRUMMAN           S2F           Goose           Goose T           Mohawk           Albatross           G-I           G-II           G-III	50 
HELIO Courier Stallion	
<u>ISRAEL</u> 1121/1123/1124	190T
LOCKHEED P-3/C-130/Electra 188 Jetstar	
<u>LEAR JET</u> 25 35/36 55	185T
<u>MAULE</u> M4-5 M7	

AIRCRAFT GAL/HOUR
<u>MITSUBISHI</u> MU-277T
MOONEY Exec
<u>NOMAD</u> 22B/24A53T
<u>NORTH AMERICAN</u> AT-618 T-2880
<u>QUEST</u> Kodiak K10047T
<u>PILATUS</u> PC-1277T
PIPER           Super Cub PA-18         9           Pawnee PA-25         13           Arrow PA-28R         10           Cherokee PA-28-140/161         8           Cherokee PA-28.         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)         40           680         40           500         34           690A/B         80T           Sabreliner         200T           560         33           840         65T           900         55T           1000         57T
SWEARINGEN Merlin II, III SA 226/7
SHORT Skyvan
VOLPAR TurboLiner
VULCANAIR           P68C

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