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SECTION A - REQUIREMENTS AND PRICES

ACETA Aerial Capture Eradication and Tagging of Animals

CONTRACT ACRONYMS

Advisory Circular

AC

ACETA	Achar Capture Eradication and Tagging of Anni
AD	Airworthiness Directive
A&P	airframe and power plant
APCO	Association of Public-Safety Communications
	Officials
AQD	Acquisition Services Directorate
ASM	Aviation Safety Manager
ASTM	American Society for Testing and Material
ATC	Air Traffic Control
AUR	Aircraft Use Report
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CFR	Code of Federal Regulations
CTCSS	Continuous Tone Coded Squelch System
DM	Degrees/minutes/Decimal Minutes
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ERG	Emergency Response Guidebook
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FS	Forest Service
FTR	Federal Travel Regulations
GVW	Gross Vehicle Weight
GPM	Gallons Per Minute
GPS	global positioning system
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
DED	De sue et feu Dueu e cele

- RPM revolutions per minute SFI Safety Foundation Incom
- SFISafety Foundation IncorporatedSTEPSingle-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
- VOX voice activation
- VSWR voltage standing wave ratio

Request for Proposals

RFP

SECTION A - SCHEDULE OF SUPPLIES/SERVICES

SCHEDULE OF SUPPLIES/SERVICES

A1. General Information

This multiple award indefinite delivery/indefinite quantity type contract is for On Call Turbine and/or Small Reciprocating Engine Helicopter Services on an as needed basis for transportation of Government 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 Hawaii and maintain a Hawaii Base of Operations.

A2. Item Requirement

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.

Aircraft Requirement:

Small helicopters (12,500-pound or less certified maximum gross weight) equipped as specified in Section B; plus, any additional mission specific requirements (if offered) as listed in the exhibits.

<u>Crew Requirements</u>: Pilot-in-Command (PIC).

Minimum Helicopter Requirements (see item descriptions 1-8 for specific performance and seating)

Landing gear:	Skid type.
Powerplant:	Turbine engine for Items 2 through 7 listed below.
Powerplant:	Reciprocating engine for Item 8 listed below.

HOGE-J For turbine engine helicopters offered: Payload calculations for the item descriptions below shall be computed using a pilot weight(s) of 200 pounds, a survival kit weight of 25 pounds and a total fuel load for 1.5 hours of flight at 5,000 feet PA with a temperature of 30 degrees Celsius.

HOGE-J For <u>reciprocating engine</u> helicopters offered: Payload calculations for Item 8 below shall be computed using a pilot weight(s) of 200 pounds, a survival kit weight of 25 pounds and a total fuel load for 1.5 hours of flight at 2,000 feet PA with a temperature of 20 degrees Celsius.

Payload amounts shall be computed by using the Government's Standard Interagency Load CalculationMethod and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under the Exhibits (see Section C) along with the offered aircraft's applicable Hover Ceiling Charts, weight and balancereport, and equipment list that you provide. NOTE: Refer to the ACETA Exhibit 12 for performance requirements when offering ACETA capability.

Small or medium turbine engine helicopters such as the AS 350 Series, BH 206 series, R66, MD500 series, EC 130, BH 407, BH205, BH212, UH-1, or similar other models may fulfill the minimum requirements for items 2-7. A UH12E, BH-47G3B-1, BH47G3B-2, R-44 I or II or equivalent model may typically fulfill the minimum requirements for item 8. However, offerors should ensure their specific helicopter is capable of meeting the minimum requirements listed.

SECTION A - SCHEDULE OF SUPPLIES/SERVICES

Item #1 Description

Minimum Guarantee-Initial OAS Inspection/Test of Contractor Aircraft and Pilot(s).

Item #2 Description

Type Aircraft:	MD 500C, D, E, F; B206B III or equivalent.
Seating:	Three (3) insured passenger seats not including pilot but including copilot seat in an aircraft normally single
-	pilot operated.
Minimum Payload:	(HOGE-J): 600 pounds. (525) pounds for MD500C only.

Item #3 Description

 Type Aircraft:
 R-66 or equivalent

 Seating:
 Four (4) insured passenger seats not including pilot but including copilot seat in an aircraft normally single pilot operated.

 Minimum Payload:
 (HOGE-J): 600 pounds.

Item #4 Description

Type Aircraft:BH206L-1, BH206L-3, BH206L-4, AS 350BA, AS 350B1, BO-105, or equivalent.Seating:Five (5) insured passenger seats not including pilot but including copilot seat in an aircraft normally single
pilot operated.Minimum Payload:(HOGE-J): 600 pounds (375) pounds for AS 350BA

Item #5 Description

 Type Aircraft:
 AS 350B2, AS 350B3, Bell 407, or equivalent.

 Seating:
 Five (5) insured passenger seats not including pilot but including copilot seat in an aircraft normally single pilot operated.

 Minimum Payload:
 (HOGE-J): 950 pounds.

Item #6 Description

Type Aircraft:BH212, BH412, BH205 series, UH-1 series (restricted) or equalSeating:Nine (9) insured passenger seats (not applicable for restricted).Minimum Payload:(HOGE-J): 1,800 pounds.

Item #7 Description

Type Aircraft:BH214B1 or equivalent.Seating:Nine (9) insured passenger seats.Minimum Payload:(HOGE-J): 3,700 pounds.

Item #8 Description

Type Aircraft: UH12E, BH-47G3B-1, BH47G3B-2, R-44-I, II or other equivalent models.

Seating: Two (2) insured passenger seats not including pilot but including copilot seat in an aircraft normally singlepilot operated.

Minimum Payload: (HOGE-J): 500 pounds.

SECTION A - SCHEDULE OF SUPPLIES/SERVICES

A3. Item 0001-0008 Pricing

Item #1 Description – 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 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

Type Aircraft:	MD 500C, D, E, F; B206B III or equivalent			
Seating:	Three (3) insured passenger seats not including pilot but including co-pilot seat in an aircraft			
	normally single pilot operated.			
Minimum Payload:	(HOGE-J): 600 pounds. (525) pounds for MD500C only.			

OFFEROR 'S NAME:	BASE OF OPERATION:			
	Each aircraft shall have only one pricing schedule (D4.3.2)			
	FAA		MINIMUM	
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD	
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J	
	Ν			
	N			
	N			
	N			

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
- F		ACETA Rate	P24	HOUR	\$
and	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
and	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
3 rd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
4 th	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
4 th Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

Item #3 Description

Type Aircraft:	R-66 or equivalent
Seating:	Four (4) insured passenger seats not including pilot but including copilot seat in an aircraft
	normally single pilot operated.
Minimum Payload:	(HOGE-J): 600 pounds.

OFFEROR 'S NAME:	BASE(s) OF OPERATION: Each aircraft shall have only one pricing schedule (D4.3.2)			
MAKE/MODEL/CONFIGURATION (aircraft identified must be at the same rates)	FAA REGISTRATION NUMBER	INSURED PAX SEATS	MINIMUM PAYLOAD HOGE-J	
	Ν			
	Ν			
	Ν			
	Ν			

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
option		ACETA Rate	P24	HOUR	\$
	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
3 ^{ru} Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
4 th Option	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

SECTION A – SCHEDULE OF SUPPLIES/SERVICES

Item #4 Description

Type Aircraft:	BH206L-1, BH206L-3, BH206L-4, AS 350BA, AS 350B1, BO-105, or
	equivalent.
Seating:	Five (5) insured passenger seats not including pilot but including copilot seat
_	in an aircraft normally single pilot operated.
Minimum Payload:	(HOGE-J): 600 pounds (375) pounds for AS 350BA

OFFEROR 'S	BASE(s)			
NAME:	OF OPERATION:			
	Each aircraft shall ha	ve only one pricing so	chedule (D4.3.2)	
	FAA		MINIMUM	
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD	
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J	
	Ν			
	N T			
	N			
	Ν			
	Ν			

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
option		ACETA Rate	P24	HOUR	\$
and	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
4 th Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

Item #5 Description

Type Aircraft:	AS 350B2, AS 350B3, Bell 407, or equivalent.
Seating:	Five (5) insured passenger seats not including pilot, but including copilot
	seat in an aircraft normally single pilot operated.
Minimum Payload:	(HOGE-J): 950 pounds.

OFFEROR 'S NAME:	BASE(s) OF OPERATION:			
	Each aircraft shall ha	ve only one pricing so	chedule (D4.3.2)	
	FAA		MINIMUM	
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD	
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J	
	Ν			
	N			
	N			
	Ν			

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
• •		ACETA Rate	P24	HOUR	\$
	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
4 th Option	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

ACETA PROGRAM ITEMS, DEFINITIONS AND PROFILES – Please refer to ACETA Exhibit 12.

Item #6 Description

Type Aircraft:	BH212, BH412, BH205 series, UH-1 series (restricted) or equal
Seating:	Nine (9) insured passenger seats (not applicable for restricted).
Minimum Payload:	(HOGE-J): 1,800 pounds.

OFFEROR 'S	BASE(s)				
NAME:	OF OPERATION:				
	Each aircraft shall ha	Each aircraft shall have only one pricing schedule (D4.3.2)			
	FAA		MINIMUM		
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD		
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J		
	Ν				
	Ν				
	1				
	Ν				
	Ν				

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
option		ACETA Rate	P24	HOUR	\$
2 nd	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
<i>(4</i>)	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
4 th Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

Item #7 Description

Type Aircraft:	BH214B1 or equivalent.
Seating:	Nine (9) insured passenger seats.
Minimum Payload:	(HOGE-J): 3,700 pounds.

OFFEROR 'S	BASE(s)			
NAME:	OF OPERATION:			
	Each aircraft shall ha	ve only one pricing so	chedule (D4.3.2)	
	FAA		MINIMUM	
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD	
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J	
	Ν			
	N			
	1			
	Ν			
	Ν			

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
option		ACETA Rate	P24	HOUR	\$
a	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
4 th Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

Item #8 Description

Type Aircraft:	UH12E, BH-47G3B-1, BH47G3B-2, R-44-I, II or other equivalent models.
Seating:	Two (2) insured passenger seats not including pilot but including copilot seat in an aircraft
	normally single pilot operated.
Minimum Payload:	(HOGE-J): 500 pounds.

OFFEROR 'S NAME:	BASE(s) OF OPERATION:		
	Each aircraft shall ha	ve only one pricing so	chedule (D4.3.2)
	FAA		MINIMUM
MAKE/MODEL/CONFIGURATION	REGISTRATION	INSURED	PAYLOAD
(aircraft identified must be at the same rates)	NUMBER	PAX SEATS	HOGE-J
	Ν		
	N		
	N		
	N		

	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
	3/1/22 - 2/28/23	Flight Rate	FT	HOUR	\$
Base		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
	3/1/2023 - 2/29/24	Flight Rate	FT	HOUR	\$
1 st Option		Standby Rate	SB	HOUR	\$
option		ACETA Rate	P24	HOUR	\$
2 nd	3/1/24 - 2/28/25	Flight Rate	FT	HOUR	\$
2 nd Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
3 rd	3/1/25 - 2/28/26	Flight Rate	FT	HOUR	\$
Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$
4th	3/1/26 - 2/28/27	Flight Rate	FT	HOUR	\$
4 th Option		Standby Rate	SB	HOUR	\$
		ACETA Rate	P24	HOUR	\$

ACETA PROGRAM ITEMS, DEFINITIONS AND PROFILES – Please refer to ACETA Exhibit 12.

A3.1 Funding will not be obligated under the Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. The Contracting Officer will issue task orders for services which will obligate funding for the payment of aircraft services.

SECTION A – SCHEDULE OF SUPPLIES/SERVICES

A4. Additional Pay Items

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	Miscellaneous Contractor Costs (Special Charge)	SC	INDEFINITE	EACH	Actual Cost – receipt(s) required
iii	Mechanic (when required)	MP	INDEFINITE	HOUR	Pricing will be negotiated with vendor when required and there is an additional charge.
iv	Flight Hour Guarantee (averaged over length of hire)	GT	INDEFINITE	HOUR	Guarantee is set at three (3) hours – applies in accordance with Section C32

Additional Pay Items Schedule (Reimbursed as Time & Materials IAW FAR 52.212.4 ALT1)

Note: See Section C33 regarding Additional Pay Items. Receipts are required for verification of ALL claimed items, except for meals and incidentals when they are authorized.

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

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

Requested and Effective Date This Adjustment		Type Aircraft		🗌 Jet Fuel 🛛 Av Gas
Fuel Source Location www.airnav.com			907-474-0061	
Base Price	<mark>\$ 5.94</mark>	Reference Price		
Effective Date	Contract Award	Effective Date		
Source Document	ORIGINAL CONTRACT	Source Document		
Difference \$ X consumption rate of		Increase/Decrease Due		
Old Flight Rate		New Flight Rate		
Re-established Base Price		Effective Date		

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractoroperated and maintained on-call helicopter flight services to transport personnel and/or cargo in support of Government natural resource missions in Hawaii or the Commonwealth Area of the Pacific. Contractor services include provisions of a helicopter, personnel, and all other associated equipment, as prescribed in this solicitation. Missions will include, but are not limited to, fire management program support such as fire suppression, fire monitoring, initial attack, prescribed fire and aerial ignition, rehabilitation seeding, search and rescue (SAR), aerial capture, eradication and tagging of animals (ACETA), overwater, platform and vessel landings, and law enforcement limited to nonthreatening surveillance, and other administrative and related natural resource activities. 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 Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission 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.

B1.4 Aircraft furnished under this contract must be operated and maintained by the Contractor.

B1.5 Aircraft furnished under this contract must be subject to the exclusive use and control of the Government, 24 hours per day, 7 days per week throughout the periods specified under Section A when ordered. The aircraft must not be operated except as directed by the Contracting Officer or an authorized representative of the Contracting Officer.

B1.6 ACETA, Basic Fire, Offshore, Vessel Landings, and Extended Overwater flight activities are permitted under this contract if offered and awarded by the Government (see section C exhibits). Award will be discretionary by the Government.

B1.7 Operators who list a Hawaii or Commonwealth Area of the Pacific as their base of operations may be requested to perform within any of the Hawaiian Islands or Commonwealth Area of the Pacific.

B2 Certification

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 A Federal Aviation Administration (FAA) <u>Air Carrier or</u> <u>Operating Certificate</u> which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

B2.2 A Title 14 of the Code of Federal Regulations (CFR) <u>Part 135 Air Carrier certificate</u>. These aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D085, "Aircraft Listing," as appropriate.(**Note:** Not applicable for aircraft issued a Restricted Airworthiness Certificate only.)

B2.3 A 14 CFR Part 133 <u>"Rotorcraft External Load</u> <u>Operations" certificate</u> which authorizes Class A and/or B loads, as a minimum.

B2.4 A 14 CFR Part 137 "<u>Agricultural Aircraft Operations</u>" certificate. (Required for all fire operations and any other operations conducted under part 137)

B2.5 The contract aircraft must have a <u>Standard</u> <u>Airworthiness certificate</u> or a Restricted Airworthiness Certificate. Installation of any equipment required by this contract must be FAA approved.

B2.6 The contractor must notify in writing OAS 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: (1) typed provisions of these specifications; (2) DOI, OAS supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contract Documents

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

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her 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

B5.1 The Contractor-furnished helicopter(s) and all other required 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.

B5.2 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.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.4 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit (section C exhibits) for lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

The Contractor must provide at least one small Reciprocating Engine, (not more than 7,000 pounds approved gross weight) or one turbine (not more than 12,500 pounds approved gross weight), fully compliant helicopter that meets the minimum aircraft requirements specified in Section A and is equipped as identified herein.

B6.1 A complete set of current <u>aeronautical charts</u> covering area of operations.

B6.2 One <u>digital hour meter</u> installed in a location visible by the pilot and front seat observer while seated. Location of meter is optional for aircraft with limited panel space (R44, R66 and MD500). Meter must be able to be observed without removal of panels and from a location at or forward of the cockpit doors. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only. B6.4 One set of individual lap belts for each installed seat.

B6.5 <u>Double-strap shoulder harness</u> with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one singlepoint metal-to-metal, quick-release mechanism. Heavyduty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 <u>Shoulder harnesses</u> (inertia reel, if manufactured for the make and model of aircraft offered), either single-strap or double-strap for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.7 <u>Fire extinguisher(s)</u>, as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. (See the fire extinguisher maintenance instructions in Section B29.5.)

B6.8 <u>Dual controls</u> for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government.)

B6.9 <u>Aircraft lighting</u> for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.10 <u>Flight instruments for low visibility flight</u> conditions, including gyroscopic bank and pitch indicator (ADI), directional gyro, vertical speed indicator and rate of turn indicator or skid/slip indicator or inclinometer.

Note: In lieu of these listed instruments, a single, new generation electronic instrument providing combined data meeting at minimum the following TSO's: C3e, C4c and C113A.

B6.11 A <u>strobe light (with either a white, or half-white/half-</u> red lens) or a <u>flashing LED (red or white)</u>, mounted on top of the aircraft or otherwise visible from above, with an independent activating switch. A red strobe or rotating beacon does not satisfy this requirement.

B6.12 High visibility, pulsating, <u>forward facing</u>, <u>conspicuity</u> <u>lighting</u>, if manufactured for make and model of aircraft offered.

B6.13 <u>High visibility markings</u> on main rotor blades as specified by the Acceptable Paint Schemes Exhibit (see section C exhibits).

B6.14 High-skid-type landing gear, if manufactured for make and model.

B6.15 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.3 Free air temperature gauge.

B6.16 Locking fuel cap(s) (if manufactured for the make and model of aircraft offered) on all fuel inlet ports.

B6.17 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

B6.18 One permanently installed, and circuit protected dual auxiliary power charging receptacle (USB) (cigarette lighter adapter is not acceptable).

B6.19 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit (see section C exhibits) must be carried aboard the aircraft on all flights.

B6.20 A survival kit containing items specified in First Aid and Survival Kit Exhibits. Must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations. (see section C exhibits)

B6.21 A convex mirror for the pilot to observe the sling load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, and bubble window) or for aircraft where direct vertical reference is possible. A Video camera and monitor may be installed on aircraft with a limited or obscured view of external operations. Installation must be FAA approved.

B6.22 One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. (See the cargo hook maintenance requirements in Section B29.6.) (not required for reconnaissance only aircraft)

B6.23 Aircraft Security Equipment. See Section B21.1.2 for required locking devices.

B6.24 Applicable to Robinson R44I or II models only. An exhaust heat shield kit (factory #KI 165) must be installed or an FAA approved equivalent.

Optional Equipment (if offered)

B6.25 Cargo compartment. (if offered)

Note: Internal storage compartments or passenger seats of the helicopter cannot be used for any cargo transport unless the seat is unoccupied or the material in the internal storage compartment is soft (e.g., coats).

B6.25.1 Small reciprocating helicopter

B6.25.1.1 External Cargo Rack/Basket: A side mounted external rack/basket attached to the aircraft. The rack/basket(s) must have at a minimum a horizontal surface of approximately 36 by 15 inches. Cargo carried in the rack must be secured with tie-down net, straps, bungees or any other method approved by the STC.

-OR-

B6.25.1.2 External Cargo Pod: An externally side mounted pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Simplex Helipod, Simplex VII Ski Pod, Helipod Slimline II, or equal.

B6.25.2 Turbine helicopter (not applicable to restricted category aircraft)

B6.25.2.1 Internal: 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin. This compartment must be capable of accommodating 58-inch long shovels, rakes, and other tools (requiring rear bulkhead modification of baggage compartment of some models).

-OR-

B6.25.2.2 External Cargo Rack: A side mounted external rack attached to the aircraft. The racks must have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack must be secured with tie-down net, straps, or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.

-OR-

B6.25.2.3 External Cargo Pod: An externally side-mounted pod (or belly pod for the MD500) of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and DART Heli-Utility-Pod.

-OR-

B6.25.2.4 External Cargo Basket: An externally side mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tie-down net, straps, or bungees to secure cargo. Examples: DART Heli-Utility-Basket and Aeronautical Accessories utility cargo basket.

Note: All construction methods must be as prescribed by Advisory Circular (AC) 43.13-1B (Revision 1) and 43.13-2B or other FAA approval.

B6.26 Barrel slings or cargo net to accommodate up to two 55- gallon drums of fuel as the aircraft weight and balance will allow. (if offered)

B6.27 Auxiliary fuel tank(s). (if offered)

B6.27.1 For Bell medium tank(s), see the Bell Medium Helicopter Exhibit (section C exhibits).

B6.27.2 For the MD500, an internal auxiliary fuel tank similar to the Fargo (21.0 gallons, U.S. capacity) when requested.

B6.27.3 For Bell 206B3s, an approved range extender (applicable only to the 76-gallon capacity tank).

B6.28 Pop out or standard floats for the aircraft. (if offered)

B6.29 Longline/remote cargo hook equipment (if offered). If a long line is offered as an equipment option, the long line must be counter wound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards and/or synthetic rope meeting the requirements of the Helicopter Synthetic Long Line Requirements in the Exhibit.

B6.29.1 The external load must be capable of being operated with all increments of the long line; i.e., 50, 100, 150 feet.

B6.29.2 A lanyard installed within 12 inches of the cargo hook to support any external remote longline electrical cabling.

B6.30 Other equipment may be required for special use missions as offered and specified in the Schedule of Items and accepted by the Government.

B6.30.1 Offshore, vessel landings, and extended overwater flight (if offered), see requirements identified in the Helicopter Offshore, Vessel Landings, and Extended Over Water Exhibit (section C exhibits).

B6.30.3 Basic fire (if offered), see requirements listed the Basic Fire Equipment Exhibit. (section C exhibits).

B6.30.4 ACETA operations (if offered), see requirements listed in the ACETA Exhibit 12 (section C exhibits).

B7 Avionics Requirements

B7.1 General

All installed transceivers must be placarded with designations matching the transmitter/receiver controls on the installed audio control system(s).

B7.1.1 The Contractor must provide, install, and maintain the following systems in each aircraft offered 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 OAS Avionics, or the most recent list may be found online at:

https://www.nifc.gov/sites/default/files/NIICD/docs/avionics /FSOAS_A24F.pdf

B7.2 Avionics Installation and Maintenance Standards for all Helicopters:

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 Locator Transmitter System 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 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.2.3.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b), and inspected and tested every 24 months in accordance with 14 CFR 91.413.

B7.2.4 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 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 pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

B7.2.5 Transmitters shall 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 shall not be used with communication transceivers.

B7.3 Communications Systems

B7.3.1 One automatic-fixed Emergency Locator Transmitter (ELT), certified under TSO-C126 (or newer) which must be installed per the ELT manufacturer's instructions in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). If not powered by its own, integral battery, the ELT remote switch/light must be powered by unswitched aircraft power. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO-C126 and newer ELTs require documentation of current registration with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered

B7.3.2 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver, with a minimum of 760 channels covering

118.000 to 136.975 MHz. The transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot. Although not required by Federal Aviation Regulations, the aircraft's radio call sign (normally the aircraft registration number) must be displayed on the instrument panel, in view of the flight crew.

B7.3.3 Reserved

B7.3.4 Reserved

B7.3.5 One satellite-based aircraft tracking hardware for each aircraft offered, compatible with the government's Following (AFF) Automated Flight Program (https://www.aff.gov). Not all available satellite based tracking systems are compatible with the Government's AFF Program, nor meets AFF's requirements. The contractor must ensure that the aircraft hardware offered is compatible with For questions about current compatibility AFF.gov. "HELP requirements, select the button at https://www.aff.gov.

Note: 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.

Portable ISAT systems may be used, if compatible with https://www.aff.gov. 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.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system

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

B7.3.5.2 AFF communications must be fully operational in all areas of operation, at all times. Contractors working in or accepting dispatches on all islands of Hawaii 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.

B7.3.5.3 The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Government through https://www.aff.gov providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor 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

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: https://www.aff.gov.

B7.3.5.5 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.gov (indicating it is currently transmitting data to AFF.gov) and that all information displayed in AFF is current. A username and password are required to access AFF.gov. Log on to the AFF.gov website at https://www.aff.gov to request a username and password.

B7.3.5.6 If AFF becomes inoperable/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

B7.3.5.7 This clause incorporates Specification Section Supplement available at: https://www.aff.gov/documents/Specification_Section_Supp lement.pdf with the same force and affect as if they were presented as full text herein.

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS-1) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

B7.5 Audio Systems

B7.5.1 One audio control system must be provided for the pilot and copilot/observer. The system must provide controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for any installed radios and PA systems. The system must also provide controls for adjustment of both Inter-Communication System (ICS) and receiver audio output levels. (different requirements for Fire see section C Exhibit)

B7.5.1.1 Transmitter selection and operation. Transmitter selection controls must be provided for the microphone/PTT inputs of pilot or copilot/observer. The system must be configured so that the pilot or copilot/observer may select and utilize transmitters (or PA/siren system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter side-tone audio must be provided for the user.

B7.5.1.2 Receiver selection and operation. Controls must be provided for selection of audio from one or any combination of available receivers. Any ICS-equipped passenger positions must monitor the receiver(s) as selected. The receiver 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.

B7.5.1.3 The controls of the audio system(s) must be located and arranged so that both the pilot and copilot/observer, when seated, have full and unrestricted movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label marking is acceptable.

B7.5.2 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot's PTT switch(es) must be mounted on the flight controls (helicopter cyclic or 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. (different ICS requirements for Basic Fire and ACETA, see section C Exhibits)

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbonequivalent, 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) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 A single U-92A/U type connector jack, which will accept a U-174/U type plug, and provide the ICS and radio functions as specified above, must be furnished at each required station.

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot, copilot/observer, and any other positions required to be furnished with both radio transmitter and ICS operation. The pilot's PTT switches must be mounted on the cyclic control. The copilot/observer's and gunner's PTT switches must be mounted on the cord to the earphone/microphone connector. Any additional ICS-equipped positions must also be furnished with cord-mounted ICS PTT switches.

B7.6 Other Avionics

B7.6.1 Automatic Dependent Surveillance – Broadcast (ADS-B) All aircraft must be equipped to meet the ADS-B OUT requirements of 14 CFR 91.225. ADS-B OUT systems must be approved to either TSO-C154c (978MHz Universal Access Transceiver [UAT]) or TSO-C166b (1090MHz Extended Squitter [1090ES]). Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b

B7.6.2 Each aircraft must be equipped to meet the Radar Altimeter requirements of 14 CFR 135.160, or have a current FAA Letter of Deviation Authority.

B7.6.3 Other avionics are required for special use missions as offered and specified in the Schedule of Items and accepted by the Government.

See the following exhibits for addition avionics requirements:

- Exhibit 11 Arial Capture Eradication and Tagging of Animals
- Exhibit 12 Offshore, Vessel Landing, and Extended Over Water
- Exhibit 13 Basic Fire

B8 Fuel Servicing Equipment Requirements

B8.1 Fuel servicing equipment must meet all applicable requirements identified in *NFPA 407: Standard for Aircraft Fuel Servicing* and *ATA 103: Standard for Jet Fuel Quality Control at Airports.*

B8.2 The Contracting Officer's Technical Representative (COTR) may conduct an inspection annual.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B9.1.1 For a pilot that has not been previously inspected and approved by the OAS or USDA Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by OAS.

B10 Pilot Qualifications

B10.1 General

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

B10.2 Minimum Qualifications

The Contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

B10.2.2 A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

B10.2.3 An FAA competency check, completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft.

B10.2.4 An agency flight evaluation, to be flown at the COTR's discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

B10.2.5 Proficient operation of all equipment identified in Section B (e.g., GPS, VHF-FM, longline vertical reference).

The agency(s) may require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.6 If a longline/cargo hook is offered as an equipment option, it is the Contractor's responsibility to verify a pilot's vertical reference external load experience and proficiency. The COTR will provide the Contractor a form to document this experience and proficiency. This will be required annually prior to pilot inspection by DOI, Office of Aviation Services.

B10.2.6.1 Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification and must be capable of precise placement of externally carried cargo where requested, regardless of the cable length while operating within the helicopter's capability.

B10.2.7 Prior to performing aerial ignition with a plastic sphere dispenser (PSD) and/or helitorch operations. Pilots must be approved in advance of accomplishing these operations. Such approval is identified on the pilot's approval card. If not approved, a pilot may be required to demonstrate this proficiency during an evaluation flight in an aircraft supplied by the Contractor and at no expense to the Government.).

B10.2.8 On-line training

B10.2.8.1 Interagency and basic fire operations: The Contractor must ensure that each pilot proposed for use has completed the Government's on-line training modules for helicopter fire operations. The training is located on the Government's Interagency Aviation Training (IAT) website at https://www.iat.gov under Helicopter Pilot Training-Fire Fighting, modules H1, Basic Fire Behavior & Tactics, H2, Organization, Communication & Airspace and H3, Helicopter Operations. The training of these modules is required at least every 36 months. Pilots must sign up, create a profile and after completion of the modules print a copy of the certificates. A copy of the certificate must be presented to the Helicopter Inspector Pilot before an Interagency Helicopter Pilot Qualification card will be issued.

B10.2.8.2 All personnel involved in hazardous materials transportation: As provided under B24.2, pilots involved in the transportation of hazardous materials must have completed the Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The training of this module is required at least every 36 months.

B10.2.9 Minimum PIC time accumulated as follows:

(a) 1,500 hours in helicopters.
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(b) 100 hours in helicopters in the last 12 months.
(c) 100 hours in the weight class of the helicopter
offered. Defined as aircraft having a gross weight of
"12,500 pounds or less" and "more than 12,500 pounds."

On-Call Helicopter Services for Hawaii

(d) 200 hours . . . in Reciprocating engine powered helicopters.

(d.1) 100 hours... in turbine engine helicopters.

(e) 50 hours. . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.).

(f) 10 hours. . . in the same make, model, and series as the contract helicopter in the last 12 months. (See the Helicopter Like Makes and Models Exhibit. (Section C)

(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.

(h) 10 hours. . . in designated mountainous areas in the same make and model as the contract helicopter.

(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

Applicable if offered

(j) 10 hours . . . Total longline vertical reference (VTR) flight hours to include a minimum of 2 hours of VTR training within the last 12 months.

Note: RE: B10.2.9 (b) Contractors 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 CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

B10.2.10 Additional special pilot requirements are required for ACETA, Vessel Landings and Off-Shore Operations, if these operations are offered. See section C exhibits for specific requirements.

B11 Personnel Duty Limitations

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

B12 Flight Crewmembers' Duty and Flight Limitations

B12.1 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 must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 All flight crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods shall be two calendar days off duty.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 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.

B12.2.2 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.

B12.2.3 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

B12.2.4 Flight crewmembers must be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.4.2 A maximum of 42 hours of flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

B13 Mechanic Requirements

A mechanic must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. The mechanic does not need to remain at the designated/alternate base but must be available when aircraft maintenance is required.

B14 Mechanic Qualifications

B14.1 The mechanic must 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.

B14.2 The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months.

B14.3 The mechanic must 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).

B14.4 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.

B14.5 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.

B15 Mechanic Duty Limitations

Contractor supplied mechanics deployed to the aircraft's operating location (on-site) must not exceed the following duty time limitations:

B15.1 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.

B15.2 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.

B15.3 "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.

B15.4 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B15.5 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.

B16 Reserved

B17 Reserved

B18 Relief Crew

B18.1 When offered by the Contractor and requested by the government, the relief crew must consist of a pilot and mechanic (if applicable) that are available to perform duties during the regular crewmember's scheduled days off.

B18.2 Relief crewmembers must arrive at the operating base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

B19 Pilot Authority and Responsibility

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the COR or their authorized representative.

B19.4 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. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits (see section C exhibits).

B19.5 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative

maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c) provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.5.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they meet the requirements of paragraph B14 or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.5.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.5.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.6 The government may request the pilot perform the following operations under field conditions:

- a. Remove and/or install emergency litter kit
- b. Remove and/or install helicopter doors
- c. Remove and/or install aircraft seats

Note: These operations will only be performed by the pilot if allowed by the applicable STC and/or by the company's FAA-approved training program and operations specifications. Pilot qualification to perform these tasks must be documented IAW para B19.5 above.

B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 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:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short multiple leg flights do not need to be repeated unless new passengers come aboard. The briefing must also describe the location/use of the following:

- a. Emergency locator transmitter
- b. First aid/ survival kits
- c. Personal protective equipment
- d. Battery and fuel cut off switch location
- e. Crew Resource Management

B20.3 Dual controls must be removed or deactivated prior to contract performance. The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

Note: For BH 407 helicopters, equipped with both the Paravion Technology, Inc. STC # SR00486DE and the Onboard Systems International SR01943SE, the dual controls are allowed to be installed during routine Government use. The pilot may occupy the left seat pilot-in-command (PIC) station during all flight operations allowed by the STC's. With dual controls installed, the pilot must restrict access to the other pilot seat. Only the helicopter foreman, manager, or similar qualified crewmember will be allowed to occupy the other pilot seat. The pilot must brief to remain clear of the flight controls at all times.

B20.3.1 Medium helicopter dual controls may be installed during routine Government use. The pilot must occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed, the pilot must restrict access to the copilot seat. Only the helicopter foreman, manager, or similar crewmember must be allowed to occupy the copilot seat. The pilot must brief to remain clear of the flight controls at all times.

B20.4 Single-skid, toe-in, hover exit procedure (STEP) landings are prohibited unless the following applies:

B20.4.1 The using unit has a bureau approved STEP authorization and STEP landings are requested by the bureau. STEP landings are authorized only during actual operations which dictate the need for this type of landing. These techniques shall not be used as standard protocol during other operations.

B20.4.2 The Contractor shall have an established training program relative to STEP landings. The training program shall include a procedure that identifies and tracks those individuals who have been trained, and if requested, this information will be made available to the Government.

B20.4.3 Pilots must have trained in the STEP procedures with the Government personnel to be involved in the operation and must be approved by OAS prior to performing STEP landings.

B20.5 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.8 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.9 Smoking will not be allowed in the aircraft.

B20.10 The pilot must remain at the flight controls while rotors are turning with the following exception. For postflight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B20.11 Water bucket use. The procedures shown in the Water Bucket Use Procedures Exhibit (see section C exhibits) must be used for all bucket operations.

B21 Security of Aircraft and Equipment

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual- lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. B21.1.1 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 which precludes their inadvertent interference with in-flight operations.

B21.1.2 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:

- 1. Keyed ignition switch
- 2. Keyed starter switch
- 3. Keyed master power switch
- 4. Hidden battery cutoff switches
- 5. Hidden start relay switches
- 6. Throttle/power lever lock
- 7. Mixture/fuel lever lock
- 8. Locking fuel cutoff
- 9. Locking tie-down cable

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

- 1. Locking aircraft doors
- 2. Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

B22.1 The Contractor must provide and require personnel to wear PPE for in accordance with the Interagency Aviation Life Support Equipment (ALSE) Guide/Handbook, Chapter 2 Personal Protective Equipment.

B22.2 The DOI/USFS ALSE Guide/Handbook can be located <u>here</u> and the Aviation Helmet Standard along with, the list of approved helmets and associated certificates of compliance are available on the OAS website at: <u>https://www.doi.gov/aviation/safety/helmet</u>.

B23 PPE for Ground Operations

B23.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B23.1.1 Shirt with long sleeves overlapping gloves, long trousers with legs overlapping boots, hardhat/flight helmet with chinstrap fastened, hearing, and eye protection.

Note: Maintenance personnel working on a running aircraft are exempt from glove, long-sleeve, and hardhat/flight helmet requirements.

B23.2 During all fueling operations, fuel-servicing personnel must wear a long-sleeved shirt, long trousers, boots, and gloves. The shirt and pants must be made of 100% cotton or other natural fiber or labeled as non-static.

B24 Transportation of Hazardous Materials.

B24.1 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*.

B24.2 A copy of the current DOT Special Permit, NWCG Standards, and *DOT Emergency Response Guidebook* must be carried aboard each aircraft transporting hazardous materials.

B24.3 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*.

B25 Fuel and Servicing Requirements

B25.1 General.

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period.

B25.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or Military Detail (MIL-DTL) specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), MIL-DTL-83133 (JP-8), ASTM-D-910 (grade 100 or 100LL).

B25.1.3 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25.1.2 and the aircraft is serviced with the proper type of fuel. The Contractor must retain fuel delivery records throughout the contract period.

B25.2 Fueling Operations

B25.2.1 Rapid/Hot refueling operations must not be performed unless requested and approved by the Government and the contractor concurs.

B25.2.1.1 The Contractor must have rapid refueling procedures incorporated in their operations manual. A copy

of the contractor's rapid refueling procedures must be kept with the fuel servicing vehicle.

B25.2.1.2 The specific Rapid Refueling requirements contained in *NFPA 407: Standard for Aircraft Fuel Servicing*, must be adhered to. Fuel servicing equipment must have a deadman control device meeting NFPA 407 requirements. during rapid refueling operations.

B25.2.2 The pertinent procedures and equipment configurations detailed in NFPA 407 Aircraft Fuel Servicing must be used for helicopter refueling operations. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02169.

Note: Drum fueling, if performed in support of this contract, must meet all sections listed in the OAS Operational Procedures Memorandum 20 (OPM-20), Drum Fuel Management (http://OAS.doi.gov/library/opm/index.htm).

B25.2.3 Government personnel are not allowed in the safety zone during aircraft fueling operations. The safety zone is defined as within 50 feet of aircraft refueling receptacle.

B25.2.4 Government personnel must 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.

B25.2.5 Smoking is prohibited within 50 feet of the aircraft and fuel servicing facilities/vehicles.

B25.2.6 Cell phone use is prohibited within 50 feet of the aircraft and fuel servicing facility/vehicle during fueling operations.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 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).

B26.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with 14 CFR 91.213 or the operator's FAA approved maintenance program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis.

B26.3 The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations or the FAA approved maintenance program.

B26.4 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs).

B27.1 The Contractor must comply with all applicable FAA AD's and MMSB's before and during contract performance.

B27.2 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. Signature of the person verifying accuracy of the list is required.

B28 Manuals/Records

B28.1 The Contractor must ensure that all aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439). Aircraft total time in service must be recorded. A copy of the current maintenance record must be kept with the aircraft. Electronic copies of manuals and records are acceptable.

B28.2 If requested by the Government, the Contractor must furnish to the Contracting Officer's Technical Representative (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.

B29 Maintenance

B29.1 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.

B29.2 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.

B29.3 All aircraft maintenance entries must include a reference to the approved technical data used to perform any installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control, or major airframe component. The reference must include the title of the maintenance publication and identify the procedure

performed or chapter, page, and paragraph where the procedure can be found. Adherence to this requirement will begin the date of contract award and continue through the duration of the contract.

B29.4 Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Contracting Officer's Representative (COR).

B29.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B29.6 The cargo hook and remote hook (if offered) must be maintained in accordance with the manufacturer's operating and maintenance instructions. If there is no manufacturer's recommended maintenance and overhaul program, completely disassemble, inspect, repair as required, lubricate, and perform a full-load operational check every 24 calendar months. All inspections and repair must be documented.

B30 Maintenance Test Flight

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

B31 Time Between Overhaul (TBO) and Life-Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the manufacturer's recommended TBO or FAA approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on FAA 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.

B31.3 The Contractor must provide, at the time of agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), time remaining, and time and date when the component was overhauled, replaced, or inspected.

B32 Weight and Balance

The aircraft weight and balance report must include a <u>weight</u> <u>and balance record</u>, <u>equipment list</u>, and any <u>calculations</u> due to changes in the equipment list. A copy of the current weight and balance report must be kept with the aircraft.

B32.1 The aircraft's required <u>weight and balance record</u> must be determined by actual weighing of the aircraft. The weight and balance record must be current, within the preceding **24** calendar months. Scale readings must be recorded on the weight and balance record. Signature of a rated mechanic verifying accuracy of the record is required.

B32.1.1 The aircraft must be weighed following any major repair, major alteration, or change to the equipment list that significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 12 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency. The weight and balance record must include the make, model, serial number, and calibration date of the scales used to weigh the aircraft.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the <u>equipment list</u> 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.

B32.3.1 Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, weight, and arm of each item.

B32.3.2 Each time equipment is removed or installed, and the aircraft is not reweighed, the aircraft's weight and balance must be <u>calculated</u>. A weight and balance revision or continuous history form must be used to show the calculated weight and balance of the aircraft resulting from the change in equipment. This is an additional document and does not supersede the weight and balance record.

B33 Turbine Engine Power Assurance Checks

B33.1 A Helicopter Turbine Engine Power Check will be accomplished on the first day of operation and thereafter within each 10-hour interval of contracted flight operation unless prohibited by environmental factors (e.g. weather, smoke). The Helicopter Turbine Engine Power Check will be accomplished by the vendor in accordance with the Rotorcraft Flight Manual or FAA approved company performance monitoring program. The results will be recorded and either kept in the helicopter or at the assigned work location. A record of the Helicopter Turbine Engine Power Check will be kept with the aircraft. B33.2 Helicopters with power output below the minimum published performance charts will be removed from service. The below minimum power condition will be corrected before return to service and contract availability.

SECTION C - CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

All offerors must comply with the following Federal Acquisition Regulations (FAR), Department of the Interior Acquisition (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:

http://www.acquisition.gov

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 (June 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) 52.232-40 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. At the time of contract award, the minimum guarantee will be satisfied by ordering of the initial inspection via official letter to the contractor directing them to contact the COTR to schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance.

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 details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

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 64B.
- 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 current 135.297 (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.

Note: For Limited Use/Restricted Category pilots only. In lieu of a current FAA 135 check ride, evidence of a current biennial flight review and two hours of documented long line training is required.

C2.1.3 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 his 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.

C2.2 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, fuel servicing equipment, pilots, and mechanics will be issued an Interagency Aircraft Data Card, Interagency Data Card - Fuel Service Vehicle, Interagency Pilot Qualification card, and Interagency Mechanic Qualification Card, as applicable. The aircraft, pilot, and mechanic cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

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.

C2.3.3 The fuel service vehicle data card is kept with the fuel servicing equipment and available for inspection at all times.

C2.3.4 The mechanic qualification card must be kept in the possession of the mechanic and available for inspection at all times.

C2.3.5 The contractor will provide the COTR or their designated representative, through the Contracting Officer, with a completed OAS-41 Aircraft Maintenance Personnel, for each mechanic provided under paragraph B13. The form must be signed by the individual mechanic and a contractor representative (Director of Maintenance or higher) to indicate that the data listed has been verified from logbooks, employment records, etc.

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 C2.9.

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.

C2.5.2 Fuel servicing vehicle(s), fuel cache(s) and other equipment may be inspected to ensure contract compliance.

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 Practical Test Standards (PTS) or Airmen Certification Standards (ACS) as applicable,

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and the Interagency Helicopter Practical Test Standards (IHPTS). 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.

Low-level (less than 500' above the surface) Mountainous Terrain Reconnaissance STEP: Single-skid, Toe-in and hover Exit/Entry Procedures External load - belly hook/sling ≤50' External load - longline >50' Offshore platform landings Vessel landings Float Operations – floats or hull, excludes pop out floats ACETA- Aerial Capture, Eradication &Tagging of Animals Aerial ignition Water/retardant Delivery Animal Classification

C2.6.1.5 For Aerial Capture Eradication and Tagging of Animals (ACETA) activities, the COTR will normally schedule pilot evaluation flight(s) a minimum of three days prior to the start of the project or as agreed upon by the COTR. Flight evaluations will be conducted using live animals. Pilot(s) who have not completed a satisfactory DOI – Aviation Management flight evaluation for an ACETA activity within the preceding three-year period from the date of award of this contract or as determined by the COTR will be required to do so at the Contractor's expense. C2.7 (**If applicable**) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C2.9 Reinspection Expenses

C2.9.1 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.

C2.9.2 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 (Jul 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).

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

 $X_{(8)}$ (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.

(13) [Reserved]

 $\underline{\mathbf{X}}$ (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).

<u>X</u>(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.

X(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).

 $X_{(34)}$ 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 offthe-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).

 $X_{(51)}$ 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____(52) 52.225-26, 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 (Feb 2021).

____(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)

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. 55305 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) 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).

X (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. 55305 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 date of award through the performance period of each year of contract award.

(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 \$2,500, 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 52.216-32 Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

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(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

C9 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.

C10 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.

C11 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, Hawaii	\$31.94			
GS-2181-11, Step 1				
······································				

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation)

(a) Definition. As used in this clause

United States or its outlying areas means-

(1) The fifty States

(2) The District of Columbia

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands

(4) The territories of American Samoa, Guam, and the United States Virgin Islands

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at

https:/www.saferfederalworkforce.gov/contractors/.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

C12 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;

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

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

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

(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.

C13 COTR / Safety Manager

C13.1 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:

DOI – Office of Aviation Services (OAS) Supervisor, Aviation Safety Compliance 4405 Lear Court Anchorage, AK 99502

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

C13.2 The OAS Aviation Safety Manager

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

The ASM is:

DOI – Office of Aviation Services (OAS) Chief, Aviation Safety, Training, Program Evaluations & Quality Management 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991

> Phone: 208-433-5071 Fax: 208-433-5007

SAFETY

C14 Safety and Accident Prevention

C14.1 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.

C14.2 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C14.2.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Service Difficulty Reports (SDR) and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C15 Safety Management System (SMS)

C15.1 An OAS-designated SMS representative may perform a post award assessment of the Contractor's familiarity with SMS and Contractor SMS plan/documents, with prior concurrence from the CO and COTR. The SMS review may be conducted remotely (virtually) or during an on-site assurance review and documented in CPARS. Exhibit 11 - Safety Management System (SMS), Flight Time, Accident History, and FAA Violation Questionnaire, as well as Contractor SMS plan/documents, will be the foundation of the OAS SMS review. If selected for review, the Contractor must cooperate with the SMS representative and provide the SMS information requested. Responses to Exhibit 11 (SMS Questionnaire) may be requested electronically (virtually) and/or reviewed during an on-site visit. Refer to Exhibit 11 for more information on the SMS Questionnaire.

C15.2 Additional information on SMS can be found at

- FAA Advisory Circular 120-92B: <u>https://www.faa.gov/regulations_policies/advisory_c</u> <u>irculars/</u>
- FAA initiatives: <u>https://www.faa.gov/about/initiatives/sms/</u>
- International Standard for Business Aircraft Operations (IS-BAO): <u>https://nbaa.org/flightdepartment-administration/sms/</u>

C16 Mishaps

C16.1 Following a mishap, and based on an investigation by the Agency Investigator In Charge (IIC), Bureau representative, and the CO, the Government will determine whether the Contractor was in compliance with contract terms and conditions or with the Federal Aviation Regulations applicable to the Contractor's operations, policies, procedures, practices, or programs, or whether there was negligence on the part of the Contractor's officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency IIC, ASM, and CO during the evaluation. C16.2 <u>Mishap Definitions.</u> As used throughout this contract, the following terms will have the meanings set forth below.

C16.2.1 The following terms are as defined in 49 CFR Part 830:

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

C16.2.2 <u>Airspace Conflict</u>. A near mid-air collision, intrusion, or violation of airspace rules.

C16.2.3 <u>Aviation Hazard</u>. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C16.2.4 <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.

C16.2.5 <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.

C16.2.6 <u>Mishap – Aviation Mishap</u>. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C16.2.7 <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).

C16.3 Mishap Reporting.

C16.3.1 For "Aircraft Accident" or NTSB reportable "Incident", the Contractor must immediately, and by the most expeditious means available, notify the NTSB, CO, and OAS ASM.

C16.3.2 For any mishap involving damage or injury, or overdue aircraft suspected of having an accident, the Contractor must immediately, and by the most expeditious means available, notify the OAS by calling 1-888-4MISHAP.

C16.3.3 In an effort to prevent future mishaps, the Contractor must report aviation hazards and maintenance deficiencies.

C16.3.4 The toll-free 24-hour Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427) C16.4 <u>Mishap Investigations</u>. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C16.4.1 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C16.4.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C16.4.3 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C16.4.4 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C16.4.5 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C16.5 Forms Submission.

C16.5.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C16.5.2 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. The SAFECOM submission instructions are available at: https://www.safecom.gov/.

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

C16.6 <u>Pilot Suspension</u>. 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.

C16.6.1 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.

C16.6.2 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot may be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.6.3 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.

C16.7 <u>Preservation Requirements</u>. 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.

C16.7.1 The NTSB's release of the wreckage does not constitute a release by the CO and the agency Investigator In Charge (IIC).

C16.8 <u>Costs Related to Investigation</u>. 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.

C16.9 <u>Rescue and Salvage Responsibilities</u>. 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.

C17 Aircraft Use Report

C17.1 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.

C17.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, lodging, etc.) shall be submitted with the applicable Aircraft Use Report or other form as directed by the CO. Receipts are required for reimbursement.

C17.3 Aircraft Use Reports or other forms 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.

C17.4 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.

C18 Electronic Invoicing and Payment Requirements –Invoice Processing Platform (IPP) (April 2013)

C18.1 Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

C18.2 "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:

https://www.ipp.gov.

C18.3 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 C17.1
- Supporting documentation (receipts). See C17.2.
- PDF copy of input into DOI electronic reporting system.

C18.4 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.

C18.5 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.

C19 Contractor Personnel Security Requirements

C19.1 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.

C20 Aircraft Insurance

C20.1 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.

C20.2 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.

C20.3 Any contractor issued a task order for the University of Hawaii must be willing to provide proof of insurance before each flight. The Research Corporation of the University of Hawaii (RCUH), the University of Hawaii, and the State of Hawaii shall be named as additional insured on contractor's liability insurance, for all aviation/helicopter services provided by the contractor to RCUH. A Certificate of Insurance evidencing this coverage shall be provided to RCUH.

C21 Economic Price Adjustment – Insurance and Fuel

C21.1 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 and/or commercial aviation fuel. Requests must be made in writing to the CO and include the required documentation regarding the base and reference prices.

C21.2 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.

C21.3 Base Price - Insurance. 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.

C21.4 Reference Price - Insurance. 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.

C21.5 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.).

C21.6 Flight Rate Adjustment - Insurance. 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.

C21.7 Base Price – Fuel. The base price is the commercial price obtained by the Government for the specific fuel type at the specified Fuel Source Location. The Fuel Source Location is normally at or near the designated base specified by the vendor in the price schedule. The base price may also be an average price of more than one fuel source location if the solicitation is for on-call flight services or more than one designated base.

C21.8 Reference Price – Fuel. The reference price is the commercial fuel price <u>at the Fuel Source Location</u> in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a bilateral modification to the contractor once the new flight rates are established.

C21.9 Flight Rate Adjustment – Fuel. Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in Exhibit 2 Helicopter Fuel Consumption and Weight Reduction Chart.

C21.10 The hourly flight rate will be adjusted upward by the CO in a bilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 15 percent higher than the Base Price at the Fuel Source Location.

C21.11 The hourly flight rate will be adjusted downward by the CO in a bilateral contract modification, whenever the CO confirms that the contract Base Price is more than 15 percent lower than the current Commercial Fuel Price at the Fuel Source Location.

C21.12 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.

C21.13 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. The revised Base Price will remain in effect for the duration of the contract, including option years.

C22 Reserved

C23 Contractor Onboarding Procedures

The Government reserves the right to announce a new competition (onboarding) for the purpose of adding additional small business, multiple-award, 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 (140D8121R0001). 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.

C24 Contractor Performance Assessment Reporting System

(a) FAR 42.1502 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 FAR 42.15.

(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 https://www.cpars.gov/.

(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 https://www.cpars.gov/.

(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

(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 seven 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.

C25 Prework Meeting

A prework meeting between the Government and the Contractor along with their primary crew members may be held 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.

C26 Contract Period

The contract period will be from March 1, 2022 through February 28, 2023, unless otherwise extended as allowed herein.

Option Year 1: March 1, 2023 through February 29, 2024 Option Year 2: March 1, 2024 through February 28, 2025 Option Year 3: March 1, 2025 through February 28, 2026 Option Year 4: March 1, 2026 through February 28, 2027

C27 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 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.

C28 Orders for Services

C28.1 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 only to DOI, which contains all OAS carded aircraft and pilots on contract. The Resource List shows all contract rates, as well as OAS carding details.

C28.1.1 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, 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 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.

C28.1.2 For requirements over the SAT, a task order proposal request will be sent via email to every DOI helicopter 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.

C28.2 Tradeoffs may be made to determine which Contractor provides the best combination of aircraft, location, past performance and price given the specific requirement.

C28.3 The Government's urgency in acquiring services may be a factor and override any other criteria identified above.

C28.4 Notice of project award (task order signed by a Contracting Officer) will be sent to the Contractor and the requestor via email.

C28.5 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.

C29 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 postflight 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.

C30 Schedule of Operations and Reaction Time

C30.1 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:

C30.2 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.

C30.3 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status 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.

C31 Contract Non-compliance

C31.1 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.

C31.1.2 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.

C31.1.3 Once the documented evidence is approved by the CO and COTR, the contractor will be shown as available on the Resource List.

C31.2 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.

C31.3 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.

C32 Measurement and Payment

C32.1 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. C32.2 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.

C32.2.1 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.

C32.2.2 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.

C32.2.3 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.

C32.2.4 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.

C32.3 Guarantee. Payment of Guarantee Averaged over Period of Hire. When the Contractor is required to remain overnight away from the Contractor's aircraft base of operations identified in Section A, 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.

C32.3.1 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 fee- based 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.

C32.3.2 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.

C32.4 Designated Base. 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.

C32.5 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.

C32.6 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, and flight time 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 and flight time 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.

C32.7 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.

C32.8 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.

C32.9 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.

C33 Additional Pay Items (from Schedule of Items)

C33.1 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.

C33.2 Subsistence Allowance. 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 ³/₄ 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.

C33.3 Lodging Allowance. If not Government-provided, the Contractor may claim an overnight allowance not to exceed 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.

C33.3.1 Lodging receipts ARE required to support the subsistence claim as vendors will only be reimbursed for actual cost up to the 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.

C33.4 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.

C33.4.1 If the Contractor does not use Government- provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C33.4.2 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.cfm

C33.5 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance, as all flight rates are bid WET, with fuel, for flight services.

C33.6 Miscellaneous Contractor Costs. 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.

C33.7 Co-Pilot Fees. 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 Standard Interagency Load Calculation Form
- Exhibit 2 Helicopter Fuel Consumption and Weight Reduction Chart
- Exhibit 3 Unacceptable Lap Belt and Shoulder Harness Conditions
- Exhibit 4 Acceptable Paint Schemes
- Exhibit 5 First Aid Kit and Survival Kit
- Exhibit 6 FS/OAS Drawing A-16
- Exhibit 7 Helicopter Synthetic Longline Requirements
- Exhibit 8 Drawing FS/OAS A-17
- Exhibit 9 Helicopter Like Makes and Models
- Exhibit 10 Water Bucket Use Procedures
- Exhibit 11 Safety Management System Questionnaire
- Exhibit 12 Aerial Capture Eradication Tagging of Animals (ACETA)
- Exhibit 13 Offshore, Vessel Landings and Extended Over Water- Additional Requirements
- Exhibit 14 Basic Fire Additional Requirements
- Exhibit 15 Transportation Worksheet

EXHIBIT 1 STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

INTEF	RAGENCY H LOAD CALCUL OAS-67/FS 5700	MODEL						
PILOT(S)			DATE					
MISSION				TIME				
1 DEPARTU	IRF	PA		ΟΑΤ				
2 DESTINA	ΓΙΟΝ	PA		ΟΑΤ				
3 HELICOP	TER EQUIPPED WE	IGHT						
4 FLIGHT C	REW WEIGHT							
5 FUEL WT	(gallons X _	Ib per gal)					
6 OPERATI	NG WEIGHT (3 + 4 ·	+ 5)						
		Non-Jett HIGE		e OGE	Jettisonabl HOGE-J			
-	RMANCE REF	HIGE	п	UGE	HUGE-J			
	e/chart from FM) BROSS WT							
(FM perfo	rmance section)							
8 WT REI (Req for all non	DUCTION							
(7b minus 8) 10 GROSS								
(FM limitations								
-	ED WEIGHT							
(Lowest o	of 9 or 10) TING WEIGHT							
(From line								
13 ALLOW	ABLE AD (11 minus 12)							
14 PASSE								
15 ACTUA Line 15								
PILOT SIGNA								
MGR SIGNAT	TURE				Hazmat Yes No _			

EXHIBIT 1 (cont.) STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)

Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change $(\pm 1,000'$ in elevation or ± 5 °C in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

1. Departure. Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

2. Destination. Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of 2 °C/1,000' to estimate OAT.

Check the box in line 1 (departure) <u>or</u> line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

3. Helicopter equipped weight. Equipped weight equals the empty weight (as listed in the weight and balance data) <u>plus</u> the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

4. Flight crew weight. Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

5. Fuel weight. Number of gallons on board **X** the weight per gallon (jet fuel = 7.0 lb/gal; AvGas = 6.0 lb/gal).

6. Operating weight. Add items 3, 4 and 5.

7a. Performance references. List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

7b. Computed gross weight Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual hover performance charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

8. Weight reduction. The Government weight reduction is required for all "non-jettisonable" loads. The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

9. Adjusted weight. Line 7b minus line 8.

10. Gross weight limitation. Enter applicable gross weight limit from limitations section of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

11. Selected weight. The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

12. Operating weight. Use the value entered in line 6.

13. Allowable payload. Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

14. Passengers and/or cargo. Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. Actual payload. Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

Both pilot and helicopter manager must review and sign the form. Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

EXHIBIT 2 HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		Fuel Consumption	Load Calculation
		<u>Gallon/Hour</u>	Weight Reduction-Lb
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
Lenocorrien	AS-332L-1	160	NOT ESTABLISHED
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3/H125	50	175
	AS-350D	38	130
	AS-355F-1/355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-120	31	NOT ESTABLISHED
	EC-130-B4	53	NOT ESTABLISHED
	EC-135	64	220
	EC-145	80	NOT ESTABLISHED
	EC-155B1	95	NOT ESTABLISHED
	EC-225	183	NOT ESTABLISHED
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	86	200
	204 Super B	90	200
	205A-1	88	260
	205A-1++	90	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 20P)	38	180
	206L-4	38	180
	210	90	260
	212 Eagle Singe	90	260
	212	100	390
	214B	160	380
	214B1	145	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	429	73	210
	505	39	120
	412HP	110	390
	UH-1B	86	N/A
	UH-1B Super	88	N/A
	UH-1F	88	N/A
	UH-1H (-13 eng.)	88	N/A
	UH-1H (-17 eng.)	90	N/A
	TH-1L	88	N/A

LEONARDO/AG	JUSTA		
	A-109	72	N/A
	AW-119	70	N/A
	AW-139	140	N/A
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	NOT ESTABLISHED
	S-92	178	NOT ESTABLISHED
ROBINSON	R-44	15A	75
	R-66	24	130
after the gallons indicates Avga	5/10		

EXHIBT 2 (CONT.)

EXHIBIT 3

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

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

EXHIBIT 4 ACCEPTABLE PAINT SCHEMES

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

W	Y	W	Y	W	IIID	W	Y	W	Y	W
1/6	1/6	1/6	1/3	1/6	нив	1/6	1/3	1/6	1/6	1/6

- 2. One black and one white blade (two-bladed rotor systems).
- 3. Paint schemes previously approved under a U.S. Forest Service or Department of the Interior, ICB, Office of Aviation Services contract.
- 4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

EXHIBIT 5 FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions

Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container. It must be readily accessible to the aircraft occupants.

It must be readily accessio		upants.					
Item	Passenger Seats 0-9	Passenger Seats 10-50					
Adhesive bandage strips, (3 inches long)	8	16					
Antiseptic or alcohol wipes (packets)	10	20					
Bandage compresses, 4 inches (aka "field dressin		8					
Triangular bandage, 40 inches (sling)	2	4					
Roller bandage, 4 inches x 5 yards (gauze)	2	4					
	1	2					
Adhesive tape, 1 inch x 5 yards (standard roll)	-						
Bandage scissors	1	1					
Body fluids barrier kit:	1	1					
2 pair latex gloves nitrile or nonlatex surgical	gloves						
1 face shield							
1 mouth-to-mouth barrier							
1 protective gown							
2 antiseptic towelettes							
1 biohazard disposable bag							
NOTE: Splints are recommended if space permi	ts.						
Minimum Aircraft	Survival Kit Iter	ns					
Magnesium fire starter Signal mirror Whistle One knife (includes "multi-tools" with knives) Wire saw, axe, hatchet, or machete Nylon rope or parachute cord (50 feet, minimum Collapsible water container (Sealing clear plastic Water purification tablets Water (one quart per occupant required except wh Food (2 days' emergency rations per occupant, wi	bag(s)) then operating over th a caloric value o	areas with adequate drinking water) of 1,000 calories per day, per person)					
Specific to the Hawaiian Islands and These are the additional require and the Commonweal	d items for the Hawa	aiian Islands					
Signal flares (six each). Flares carried shall be cap Laser rescue light Candles	bable of penetrating	g above a forest canopy of 60 feet.					
Space blanket (one per occupant) Heavy plastic sheeting or waterproof tarps (2 each Machete (2 each)	a: 8 feet by 10 feet)					
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							

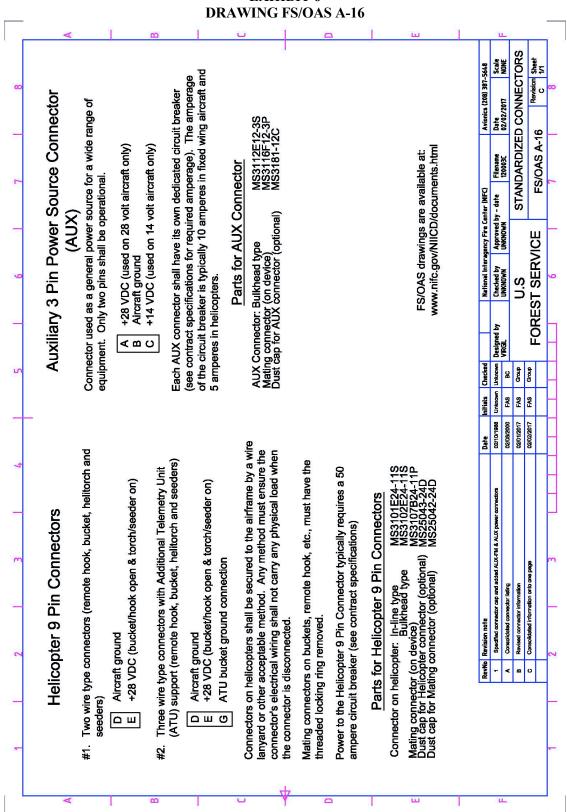


EXHIBIT 6

EXHIBIT 7 HELICOPTER SYNTHETIC LONGLINE REQUIREMENTS

1. Material Type

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

2. Rope Diameter: Minimum rope diameter shall be ¹/₂-inch.

3. Working or Rated Load

The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1: 8,000 lb to 30,000 lb or greater

Type 2: 1,600 lb to 4,500 lb

Type 3: 750 lb to 1,600 lb

4. Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

5. Knots and Splices

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer-recommended splicing practices.

6. Protective Coatings and Covers

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Manufacturer's recommended maintenance and inspection procedures shall be complied with.

EXHIBIT 8 DRAWING FS/OAS A-17

Auxiliary FM Radio Interface

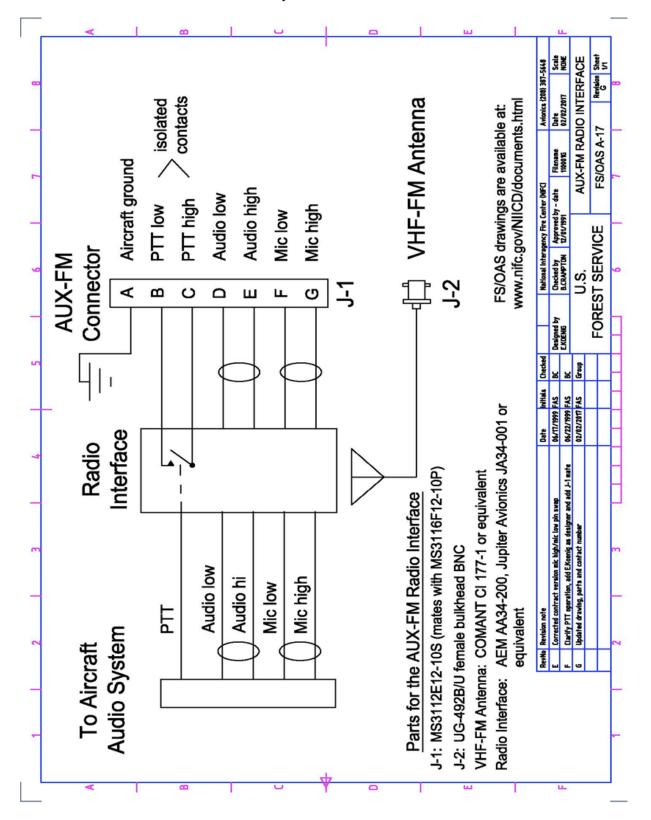


EXHIBIT 9 HELICOPTER LIKE MAKES AND MODELS FOR ON CALL CONTRACTS

Make	Model Groups*	Series Groups**		
Airbus	H125/AS350	All AS350C, AS350D, AS350D1, AS350B, AS350B1, AS350B2, AS350BA AS350B3, AS350B3e		
		AS350FX, AS350FX2, AS350SD2		
	EC-130	EC130B4, EC130T2		
	SA 315, SA 316, SA 319	All		
	H215, AS 330, 332	All		
	H45, EC145, UH-72A, BK 117	All		
Bell	204, 205, 210, 212 Single, UH-1 (single engine)	All		
	200	All 206B, TH67, OH-58A, OH-58C		
	206	All 206L		
	407	407, 407GT, 407GX, OH-58D		
	407	407HP (Eagle)		
		All 212, All UH-1N (twin engine)		
	212, 412, UH-1N (twin engine)	All 412		
	214, (except 214ST)	All		
Hiller	UH-12 (except turbine), H-23, OH- 23, UH-23	All		
Kawasaki	KV107, BV107, CH-46	All		
MD	2 (0, 500, 500, 500, 600, 600, 600, 600, 60	All 369/500 (except 369F, 369FF and 500N)		
Helicopters	369, 500, 520, 530, 600, OH-6	369F and 369FF		
	900, 902	All		
Robinson	R-44	All		
Scotts-Bell	47 (except turbine), H-13	All		
Sikorsky	S-64, CH-54	All		
	S-70, UH-60	All		

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

EXHIBIT 10 WATER BUCKET USE PROCEDURES

Determine allowable payload using the Interagency Load Calculation method, appropriate hover-out-of-ground effect (HOGE) helicopter performance charts, and current local temperature and pressure altitude (no partial dips for performance planning purposes will be authorized).

Adjust the bucket capacity at the beginning of the fuel cycle so that the actual payload does not exceed the allowable payload when the bucket is filled to the maximum adjusted capacity.

Use 8.3 pounds per gallon of water. If mixed fire retardant is being delivered by bucket, use the appropriate weight per gallon for that mixture. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) must also be included in calculating the actual payload. Document the calculation of the actual bucket payload on the load calculation form or separate load manifest.

Helicopters may be exempt from Item 2 above if they are equipped with electronic hook load measuring systems that provide a cockpit readout of the actual external load and provide a bucket equipped with a gating system, which allows part of the load to be released while retaining the remainder of the load.

Fly at a speed that does not exceed 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less.

Mark the capacity of each position or adjustment level on the bucket. Collapsible buckets with cinch straps should only be adjusted to the marked graduations (as an example, 90%, 80%, 70%, 60%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

EXHIBIT 11 POST AWARD - SAFETY MANAGEMENT SYSTEM (SMS), FLIGHT TIME, ACCIDENT HISTORY, AND FAA VIOLATION QUESTIONNAIRE

The Department of the Interior aviation program views Safety Management Systems (SMS) (safety policy, safety risk management, safety assurance, and safety promotion) as a critical element for aviation operations and contract evaluation. This Exhibit, abbreviated to 'SMS Questionnaire', seeks to identify safe and effective aviation practices of a Contractor that include implemented policies and practices that support and demonstrate the use of SMS. Refer to Section C15, Safety Management System (SMS), for more information on Contractor SMS review and site visits. Responses to this SMS Questionnaire may be requested electronically (virtually) and/or reviewed during an on-site visit.

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

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

Overview

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

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

Scalability

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

Reference Number	FAA Component Number		Safety Policy and Objectives	
-	-		nd Commitment	
1	3-3	3.1.3.1	Provide evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.	
2	3-3	7.1.1	Provide evidence that the Contractor clearly defines key duties, authorities and accountabilities on their SMS functions.	
3	3-3	3.1.1.1	Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS.	
descri identi progra	ptions, fied or a am.	organization appointed th	-3 might consist of duty appointment letters, key safety personnel, duties, position al structures, and policy that demonstrates that the accountable executive has be structure and key safety personnel and that they are actively involved in the SMS	
	1	Operations	I.	
4	3-3	6.1.1	Provide evidence that Operations Manual contains a flight operations policy and aircraft maintenance policy.	
5	3-3	6.2.1	Provide evidence of a distribution process that ensures the current version of the Operations Manual is available to appropriate personnel in all areas of operation.	
6	3-3	6.1.1	Provide evidence that the Operations Manual is approved by the appointed accountable executive.	
7	3-3	6.1.1	Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained is current.	
pages, maint Opera Specif	, SOPs, a enance itions M ications	and procedu activities me anual conta (Ops Spec)	-7 might include documented Operations Manual(s), revision and/or approval res that describe how flight crews and maintenance personnel conduct flight and eet organizational expectations and objectives. ins internal instructions to employees and should not be confused with Operations as approved by the FAA.	
		Response P	I	
8	3-3	3.1.4.1	Provide evidence that the Contractor has an established emergency response plan to respond to an accident or emergency.	
9	3-3	4.1.1	Provide evidence that the Contractor has provided duties and training for those who have a role in the emergency response plan.	
10	3-3	4.3.3	Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded.	
Evidence for References 8-10 might consist of documented and implemented plan that the Contractor will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan.				
Safe	ety Risk 3-4	Managemei 3.2.1.1	nt Provide evidence that the Contractor developed and maintains a formal process to identify and track hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective).	
12	3-4	3.2.1.1	Provide evidence that the Contractor has a hazard/threat reporting program.	
	1			

Reference Number	FAA Component Number	IS-BAO Element	Safety Policy and Objectives
13	3-4	3.2.1.1	Provide evidence that the Contractor has a policy to conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.
14	3-4	3.1.2.1	Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the Contractor's management when it exceeds a predetermined level.

Evidence for References 11-14 should demonstrate the developed processes to understand the critical characteristics of the Contractor systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls.

Process should include: system description and task analysis, hazard identification, safety risk analysis, safety risk assessment, and safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level.

Sa	Safety Assurance						
15	3-5	3.3.1.1	Provide evidence that the Contractor has a policy or process to verify safety performance in reference to the Contractor's performance indicators.				
16	3-5	3.3.2	Provide evidence that the Contractor maintains a process to identify risks associated with change to the Contractor's structure or service (aircraft type, environment, organizational, or mission).				
17	3-5	3.3.3	Provide evidence that the Contractor has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS.				

Evidence for References 15-17 should show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective.

Examples may include: mishap rates, reporting rates, risk management trends, audit trends and risk mitigations.

Co	Compliance Monitoring							
18	3-5	3.5	Provide evidence that the Contractor has established the requirements for audits or assessments at determined intervals to ensure that their implemented SMS components, are being followed in daily operations.					
19	3-5	3.5	Provide evidence of audits and their results.					
20	3-5	3.5	Provide evidence of a policy or process to develop an action plan from the deficiencies identified in the audits.					
scheo	Evidence for References 18-20 should demonstrate that the organization has a process to perform regularly scheduled audits, internal or externally conducted, that they are documented, and that audit findings are analyzed and included in an action plan.							
Sa	Safety Promotion							
21	3-6	3.4	Provide evidence that the Contractor established and maintains a formal means for internal safety communication that promotes the SMS and conveys safety-critical					

information such as safety bulletins or lessons learned.

Reference Number	FAA Component Number	IS-BAO Element	Safety Policy and Objectives
22	3-6	3.4	Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Contractor personnel.
23	N/A	N/A	Provide evidence of a Safety Award system in place and in practice.

Evidence for References 21-23 should include a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions, and ensure company awareness of the SMS objective to its employees. Items may include lessons learned, impact and safety awards and other programs to provide safety promotion.

Tra	ining Pr	ograms	
24	3-6	8.1	Provide evidence that the Contractor has a training program (FAA and internal) that ensures personnel are trained and competent to perform their assigned duties including ground crews and air crews.
25	3-6	3.4.1	Provide evidence that there is a documented training plan for initial and recurrent SMS training.

Evidence for References 24-25 should consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities (e.g., a completed training plan).

Air	Air Crew Member Qualifications							
26	3-3	8.5	Provide evidence that the Contractor has a program to establish and maintain air crew member records for required certificates, medical category, required training, and proficiency checks.					
	and proticiency checks.							

Evidence for Reference 26 should show a process to ensure that crew members and other personnel are current on their required certificates, medical exams, training, and proficiency checks.

Maintenance Personnel Qualifications

			•
27	3-3	15.1	Provide evidence of a process to ensure that the Contractor aircraft
			maintenance/servicing personnel are certificated by the FAA.
28	3-3	15.2.3	Provide evidence of a process that ensures maintenance personnel are trained and
			approved by the Contractor to conduct specific maintenance.

Evidence for References 27-28 should show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, training, and that they are trained to conduct specific maintenance.

Maintenance Control System

29	3-3	15.1	Provide evidence that the Contractor has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted.
30	3-3	15.1	Provide evidence that the Contractor Operations Manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel.

Evidence for References 29-30 should document a process on how the Contractor will conduct maintenance, manage aircraft records, preventative/deferred maintenance, discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs.

Flight Time, Accident History, and FAA Violations

Reference Number	FAA Component Number	IS-BAO Element	Safety Policy and Objectives			
(u	p to/duri	ng the past f	ive calendar years, commencing from the solicitation date)			
31	N/A	N/A	Total number of manned and unmanned flight hours (separately) separating fixed- wing and rotary-wing aircraft regardless of make and model flown by the organization.			
32	N/A	N/A	Total number of accidents or incidents as determined by the NTSB that met the "substantial damage" criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.			
33	N/A	N/A	Total number of FAA violations (Civil Penalty). If violations were reported, provide Case information.			
Evidence for Reference 31 should show total hours for the specified time period; Reference 32 should show total number of accidents/incidents, and if applicable, accident mishap prevention plan(s) should be included for each accident; Reference 33 should show total number of violations, and if applicable, information for each violation.						

EXHIBIT 12 AERIAL CAPTURE ERADICAITON TAGGING OF ANIMALS (ACETA)

The following information clarifies ACETA mission definitions and requirements. Contractors participating in ACETA operations must adhere to the additional pilot, equipment and operational requirements as specified in this exhibit.

I. Definitions

Mission & Associated Pilot Endorsements	Mission Profile Based Upon Typical Expected Flight Complexity and Associated Risk Level Associated with the Mission.			
SURVEY/CENSUS/INVENTORY NON-ACETA Requires pilot approval for "Low Level Reconnaissance"	Survey/Census/Inventory flights are not considered ACETA. Flights are conducted at altitudes of 100 feet AGL or higher (if plausible and practical).The purpose of these flights is the assessment of overall numbers of animals in a specific area and are neither gender nor age specific. The operation is conducted with qualified non-crewmember observers(s).			
CLASSIFICATION NON-ACETA Requires pilot approval for "Classification"	Classification (Detailed census operations): An operation conducted to acquire a detailed animal census. Identification of specific characteristics of the animals may require the maneuvering the helicopter much lower to ground than required for an inventory survey in which animals are simply counted from higher altitudes. May also require maneuvering the helicopter to direct the animals into a position that allows identification of characteristics such as age, sex, or health to be readily identified. Animal Classification is not considered a subset of ACETA.			
	The operation is conducted with qualified non-crewmember(s) (e.g. observers, biologists).			
HERDING ACETA Requires pilot approval for "ACETA" or "ACETA (Herding only)"	Herding: Use of a helicopter to haze and subsequently encourage movement of an animal or group of animals along the ground from one location to another.Normally this is conducted with only the pilot onboard. However, when required Government personnel may serve as qualified non crew members.			
ERADICATION/DARTING/MARKING (Above 50' AGL) ACETA Requires pilot approval for "ACETA" or "ACETA (Eradication/Darting/Marking)" > 50 ft"	 Eradication: Use of a helicopter to euthanize animals by discharging a firearm from the aircraft. Darting: Use of a helicopter to chemically immobilize/sedate or vaccinate animals by discharging a tranquilizer dart from a specialized dart gun/device fired from the aircraft. Marking: Use of a helicopter to mark animals with paint or dye utilizing a specialized paintball gun fired from the aircraft. 			
	Best practices for eradication, darting, and/or marking operations dictate using the maximum effective range of the firearm in use to enhance safety of the aircraft and crew by allowing the mission to be conducted at AGL altitudes that maintains substantial clearance from obstacles and reduces the chance of ricochet and obstacle blade strike of the main or tail rotor blades.			
	Normally conducted with a minimal crew consisting of a pilot and gunner. However, the operation requires other qualified non-crewmember(s) (e.g. observer, veterinarian, biologist).			

EXHIBIT 12 (CONTINUED)

Mission & Associated Pilot Endorsements	Mission Profile Based Upon Typical Expected Flight Complexity and Associated Risk Level Associated with the Mission.			
ERADICATION/DARTING/MARKING (Below 50'AGL)	Eradication: Use of a helicopter to euthanize animals by discharging a firearm from the aircraft.			
ACETA Requires pilot approval for "ACETA" or "ACETA (Eradication/ Darting/Marking)" < 50 ft	Darting: Use of a helicopter to chemically immobilize/sedate or vaccinate animals by discharging a tranquilizer dart from a specialized dart gun/device fired from the aircraft.			
	Marking: Use of a helicopter to mark animals with paint or dye utilizing a specialized paintball gun fired from the aircraft.			
	Low level eradication, darting, and/or marking operations increases the risk to aircraft and crew. However, some operations require that the aircraft be operated at low altitudes in close proximity to the animal. Best practice dictates to maximize the range of all devices and keep the aircraft at the highest AGL altitude possible to mitigate this risk.			
	Normally conducted with a minimal crew consisting of a pilot and gunner. However, the operation requires other qualified non-crewmember(s) (eg. observer, veterinarian, biologist).			
TRAPPING	Trapping: Use of a helicopter to capture animals by herding animals			
ACETA Requires pilot approval for "ACETA" or "ACETA	into a pen, net, trap, or set of corrals.			
(Trapping only)"	Normally requires substantial maneuvering below 50 ft. in close proximity to the animal, ground and other obstacles.			
	Normally this is conducted with only the pilot onboard. However, when required Government personnel may serve as qualified non crew members.			
NETGUNNING (Aerial capture of animals by deploying a net over the animal from a helicopter utilizing a specialized net gun.)	Net Gunning: Use of a helicopter to capture animals by deploying a capture net over the animal utilizing a specialized handheld net gun fired from the aircraft.			
ACETA Requires pilot approval for "ACETA" Qualifies pilot for all ACETA operations.	Net gunning is a means of capture where a net is deployed from a handheld device (e.g. netgun) in order to capture animals. The net gun has four separate barrels that are pointed in slightly diverging directions to allow for a net to be deployed in a fully open position to capture animals. The successful deployment of nets from an aircraft requires a coordinated effort between the pilot and a trained gunner.			
	Requires substantial maneuvering below 50 ft. in close proximity to the animal, ground and manmade obstacles.			

EXHIBIT 11 (CONTINUED)

II. ITEM REQUIREMENTS FOR ACETA (in addition to the requirements in Section A of the solicitation) The following requirements must be met to be considered for ACETA operations.

Minimum Helicopter Certification:

• Certification. All aircraft used for ACETA operations will have a Standard Airworthiness Certificate.

Minimum Helicopter Capability:

- Light helicopter(s).
- Three seats, one pilot and two passenger seats.
- 180 horsepower output.

Minimum Helicopter Performance:

Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished/calculated with:

- 1 pilot @ 200 lb,
- 2 crewmembers @ 200 lb per person,
- survival kit @ 25 lb, and
- fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b).

Note: Use fuel consumption chart provided in the exhibits. Calculations must be performed utilizing the Interagency Load Calculation Form provided in the exhibits.

The required performance specified below is based on density altitude at the actual time of any flight. For calculation purposes for this solicitation, please use the standard temperature per International Standard Atmosphere (ISA) for the altitudes specified below.

For operations up to 4,000 feet density altitude (DA).	Hover out-of-ground effect (HOGE) at 4,000 feet DA.
For operations above 4,000 to 7,000 feet (DA).	Hover out-of-ground effect (HOGE) at 7,000 feet DA.
For operations above 7,000 to 9,000 feet (DA).	Hover out-of-ground effect (HOGE) at 9,000 feet DA.
For operations above 9,000 feet (DA).	The aircraft must meet hover out-of-ground effect (HOGE) performance for the highest anticipated DA.

III. EQUIPMENT REQUIREMENTS FOR ACETA (in addition to the requirements in Section B of the solicitation)

B6.33.4 Aircraft Equipment Requirements

B6.33.4.1 The aircraft must have <u>an approved step in the gunner's position</u> that will aid the gunner in supporting a proper shooting position. (Applicable for ACETA Eradication, Darting, Marking and Net Gunning only)

B6.33.4.2 When the gunner is shooting from the front seat, <u>a rotary type buckle</u>, similar the Pacific Scientific "Saf-T-Matic" is required on helicopters not equipped with an approved shooting window or door. (Applicable to ACETA Eradication, Darting, Marking and Net Gunning only)

B6.33.4.3 A shooting door/window for cold weather capture operations. (if offered)

B6.33.4.4 Tundra/Snow Pads. Tundra/snow pads are required if landings in deep snow or soft terrain are anticipated.

B7 Avionics Requirements

In addition to Section B7, the following apply:

B7.3.4 (ACETA) Provisions for auxiliary VHF-FM (AUX-FM) portable radio.

B7.3.4.1 (ACETA) Interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface must consist of the appropriate wiring from the audio control system, terminated in an ITT/Cannon type MS3112E12-10S <u>10-pin connector</u> conveniently located for use by the observer/copilot, and utilizing the contact assignments as specified by drawing FS/AMD-17 in Exhibit 8.

B7.3.4.2 (ACETA) One weatherproof, external, broadband <u>antenna</u> covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector (type UG-290A), conveniently located for use by the observer/copilot adjacent to the above 10-pin connector (Comant model CI-177 or equal).

B7.3.4.3 (ACETA) <u>Mounting facilities</u> for securely installing the auxiliary VHF-FM portable radio in the cockpit in accordance with the FAA AC 43.13-2A specifications. Locate and arrange the mounting facilities so that a seated observer/copilot has full and unrestricted movement of the radio's controls, without interference from the 18-inch adapter cable, clothing, cockpit structure, or flight controls.

B7.3.4.4 (ACETA) Positive-polarity <u>microphone excitation voltage</u> provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor must be provided to prevent the portable radio microphone excitation voltage from entering the system. <u>Sidetone</u> for the AUX-FM must also be provided (NAT model AA34-300, Premier model PA-34, or equivalent).

B7.3.4.5 (ACETA) In lieu of the above AUX-FM requirements, the Contractor may substitute one VHF-FM aeronautical transceiver (FM-1) which meets the requirements specified in Section B7.3.3 of Exhibit 14, Hawaii And Pacific Basic Fire - Additional Equipment Requirements.

B7.5 Audio Systems (ACETA)

B7.5.2 (ACETA) <u>An ICS must be provided for the pilot, copilot/observer, and all gunner/mugger positions</u>. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for all ICS-equipped positions. 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.

IV. PERSONNEL REQUIREMENTS FOR ACETA (in addition to the requirements in Section B of the solicitation)

B10.2.10.1 Pilot Qualifications

B10.2.10.1.1 For pilots not previously carded, the contractor must, within 10 calendar days of receipt of order for service, submit a complete Pilot Experience Verification Form (OAS-64C) with the name and qualifications of all pilots to be employed under the contract, including substitute pilots. The submittal must include the names of all pilots, must identify the item or items under which each pilot will be employed, and must provide a complete description of each pilot's qualifications as required above, including:

- 1. Brief description of the geographic area and terrain of operations and brief description of helicopter operations for each season.
- 2. The seasons in which the experience was gained and the amount of experience from each season.
- 3. The employer's name, address, and telephone number.
- 4. The party chiefs or project supervisor's name, present employer, present address, and telephone number (OAS-64C).
- 5. Failure to provide complete information may preclude consideration of an individual. A subjective evaluation of previous hunting, tagging, or capture experience may be used to identify pilots acceptable for this project.
- 6. Any pilot intended for this contract as either a temporary or permanent replacement must be found to meet the qualification specifications before the start of the contract, or, in unusual cases involving unanticipated change, before being dispatched to the field.

B10.2.10.1.2 Upon verification of experience and qualifications on OAS-64C, pilots must satisfactorily demonstrate the required skills during an OAS ACETA flight evaluation for the specific ACETA special use activity required. In addition to experience required in B10.2.9, the following additional qualifications and/or PIC requirements specific for each ACETA program description are as follows:

B10.2.10.1.3 Minimum PIC time accumulated as follows: (in addition to the requirements at B10.2.9 of the solicitation)

Classification:	40 hours of "Animal Classification" as defined in section *, documented on a OAS 64C. or 10 hours of ACETA training conducted by approved ACETA training pilot per section.				
Herding:	50 hours in classification, aerial animal herding, eradication, darting/marking, trapping or a combination thereof or 25 hours of ACETA training conducted by approved ACETA training pilot.				
Eradication/Marking/ Darting above 50ft AGL:	50 hours in classification, aerial animal herding, eradication, darting/marking, trapping, net gunning or a combination thereof or 25 hours of ACETA training conducted by approved ACETA training pilot				
Eradication/Marking/ Darting below 50 ft. AGL:	100 hours in aerial animal herding, eradication, or 50 hours marking/darting, trapping, net gunning or a combination thereof. or 25 hours of ACETA training in Marking/Darting (below 50 ft. AGL) conducted by approved ACETA training pilot				
Trapping:	100 hours in aerial animal herding, eradication, or 50 hours darting/marking, trapping, or net gunning or a combination thereof. or 25 hours of ACETA training in trapping conducted by approved ACETA training pilot				
Net Gunning:	 150 hours in aerial wildlife operations conducting marking, eradication, darting, or net gunning. (a) 50 of these hours PIC must have been in aerial live capture of wildlife utilizing net gunning and/or darting. The above 50-hour PIC requirement may be reduced to 25 hours PIC if the pilot provides evidence of satisfactory completion of a net gun manufacturer's training school. (b) A minimum of 10 hours PIC in make and model conducting aerial live capture, net gun, or darting. 				
Darting, Marking and Net Gunning:	Pilots must be qualified for Classes A and B external load operations. Applicable when ACETA operation requires transportation of wildlife by longline Note: Pilots must be qualified for STEP per OPM-40 Single-Skid, Toe-In, and Hover Exit/Entry Procedures (STEP) Operations-as required by the PASP.				
All ACETA:	200 hours Pilot-in-command (PIC) in category in low-level operations including 10 hours				

B10.2.10.2 ACETA Pilot Training Option

B10.2.10.2.1 The contractor may submit a written request to the Contracting Officer justifying the need to exercise the option to train an additional pilot in ACETA operations. If the Government concurs, the Contractor may designate a highly experienced approved ACETA pilot as a "Pilot Trainer" for the purposes of training a second pilot who does not currently meet the special pilot requirements in B10.2.9. The second pilot will be designated as a "Trainee" pilot. This option allows for training of the second pilot in capture techniques for which the Pilot Trainer is approved. The designated Pilot Trainer and and trainee pilot must be specifically approved as such by the Contracting Officer's Technical Representative prior to conducting any training operation. The pilot trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the trainee while sole manipulator of the controls may be used to meet the special pilot PIC experience requirements in B10.2.8.

B10.2.10.2.2 ACETA "Pilot Trainer" must have the following minimum qualifications.

- Qualified for 3 years as a DOI approved ACETA pilot.
- 500 hours PIC in ACETA operations
- 75 hours PIC in the specific ACETA mission for which training is to be conducted.
- Hold a current Certified Flight Instructor Certificate with a Rotorcraft-Helicopter rating.

over typical terrain within the last 12 months.

• ACETA "Trainee" pilot must meet all the minimum qualifications set forth in B10 with the exception of additional pilot requirements specified in B10.2.9.

B10.2.10.3 ACETA Pilot Training Operations

a) Use of a trainee pilot, on any ACETA project, must be requested in advance of the flight by the contractor and approved by the Government.

- b) The approved "Pilot Trainer" must be onboard for all training flights and will be responsible for safety and training.
- c) The "Trainee" pilot must remain at the controls during all phases of the flight training and must not to be utilized to assist as an animal handler while the aircraft is configured with dual controls installed.
- d) No government personnel are allowed on board during the training of the second (trainee) pilot.
- e) Training of the second pilot must be discontinued when requested by the government due to concerns over animal welfare or when the training is having a substantial negative impact on project completion.

B20.13 Flight Operations for ACETA:

B20.13.1 Operational Requirements - All ACETA missions must meet the following requirements:

- a) Conducted IAW the respective bureau ACETA Operations Plan.
- b) Approved Project Aviation Safety Plan (PASP).
- B20.13.1.1 Pre-Flight Operations All ACETA missions will complete the following activities:
 - a) Pre-Mission Briefing All personnel involved in the project shall review the entire PASP and perform an ACETA briefing each day that ACETA operations are contemplated. This briefing must include discussion of communications, safety concerns, and a walk through of the planned capture on the ground. The walk-through trial must be a mockup of the planned mission and must be performed with all personnel who will be involved in the mission. This briefing must also include information about the specific firearm, dart gun/net gun, or other capture device/method being used. If a net gun is utilized, a discussion must include the appropriate safety and operational protocol. If a tranquilizer/dart-gun is to be used, the discussion must include the mission flight profile, drug(s) to be used, signs and symptoms of accidental exposure to that drug and appropriate ANTAGONIST (Reversal) administration protocol, including access to the ANTAGONIST (Reversal). The briefing must also include appropriate handling and containment of all sharps involved in the capture or processing of captured animals. The briefing must address the placement, security and use of the sharps container.

Note: If additional personnel are added during the course of a day, another complete briefing must be performed to include another walk-through capture.

- b) Multiple Aircraft When missions require multiple aircraft, the primary focus in airspace coordination is safe aircraft separation. ACETA operations often require the pilot's attention to be outside of the aircraft towards the ground. This must be balanced with their primary responsibility to "see and avoid" other aircraft and obstructions. Other users of this airspace may have similar distractions. Adequate altitude separation and positive communication among all aircraft is paramount.
- c) Weight and Balance / Load calculations must be completed IAW procurement documents and DOI Departmental Manuals. All aircraft limitations shall be adhered to during aircraft operations.
- d) Pre-Flight Aircraft Briefing The pilot must provide an aircraft orientation and an aircraft safety briefing to crewmembers, passengers, and ground personnel prior to flight.

B20.13.1.2 Mission Duties-In Flight

- a) Flight Planning and Flight Following Will be conducted IAW Departmental and bureau policy.
- b) Sterile cockpit procedures apply when actively engaged in ACETA operations. Communications should be limited to those required between the pilot and gunner/ACETA crewmember. "Limiting communications and actions within the cockpit to only those required for safe maneuvering and traffic separation". This means communications with Dispatch, ground personnel and other aircraft concerning non-essential mission information is prohibited.
- c) Deviations from the PASP are only authorized if required for safety of flight or prior approval has been obtained.
- d) Deviations from flight plans require immediate notification to flight following personnel.
- e) Flight following personnel shall be provided a copy of the PASP and the mishap response plan.
- f) A high-altitude reconnaissance of the project area must be completed prior to descending to a low-level flight profile.

B20.13.1.3 Post Flight Operations

a) Post Flight Briefing - All personnel involved in the project shall participate in the post mission review.

B20.13.2 <u>Dual controls</u> must be removed and/or deactivated prior to contract performance except when a trainee pilot is flying under the supervision of a trainer pilot in accordance with paragraph B10.2.10.2 and B10.2.10.3. The pilot must brief passengers to remain clear of the flight controls at all times.

B20.13.3 <u>Restrictions while carrying weapons</u>. (Eradication, Darting, Marking and Net Gunning only.) The designated gunner may carry aboard the aircraft and operate appropriate weapon(s) for accomplishment of the mission. The weapon must not be loaded or cocked (bolt closed) unless the muzzle is outside of and pointed away from the aircraft.

B20.13.4 <u>STEP landings.</u> (Eradication, Darting, Marking and Net Gunning only) Single-skid, toe-in, hover exit/entry procedure (STEP) landings are authorized only during actual animal capture operations. These techniques must not be used as standard protocol during other operations.

B20.13.4.1 **The Contractor must have an established** <u>training program</u> relative to STEP landings. The training program must include a procedure that identifies and tracks those individuals who have been trained; if requested, this information will be made available to the Government. Pilots must receive approval by the Contracting Officer's Technical Representative (COTR) Office of Aviation Services (OAS) prior to performing STEP landings.

B20.13.4.2 For joint Contractor/Government provided services. Those Government personnel designated to take part in STEP landing operations will train with the contractor's pilot(s) in advance of actual ACETA operations to ensure common understanding of STEP landing procedures.

B22.3 Personal Protective Equipment (PPE) for Flight Operations

B22.3 The Government recognizes that during cold weather ACETA operations, the risks associated with chill, hypothermia, and frost bite, may outweigh that of aircraft fire. Based upon this, the contractor may assess this risk and provide a written letter declaring the contractor's intent to deviate from the above PPE standards during defined ACETA operations.

B22.3.1 Deviation may only be exercised during open door operations where the ambient temperature is 50 degrees Fahrenheit or less.

EXHIBIT 13 OFFSHORE, VESSEL LANDINGS AND EXTENDED OVER WATER-ADDITIONAL REQUIREMENTS

Definitions

1. Over water: Helicopter operations beyond power-off gliding distance to shore but within 50 nautical miles of any shoreline.

2. Extended Over Water: Helicopter operations over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline and more than 50 nautical miles from an offshore heliport structure.

3. Offshore Operations: These are operations beyond a point where navigation by visual reference to landmarks can be made.

4. Offshore Platform Landings: Takeoff or landing on an elevated heliport structure surrounded by water.

5. Vessel Landings: Takeoff and landing operations on vessels, drillships, semi-submersible drilling platforms, barges, or other landing areas subject to pitch and roll of the sea.

Equipment requirements: (in addition to the requirements in Section B of the solicitation)

1. A survival kit containing items specified in the First Aid and Survival Kit Exhibit (see the Exhibits in Section C) or as specified in 14 CFR 135.167 must be furnished by the Contractor and carried aboard the aircraft on all flights.

Note: Extended overwater operations require emergency equipment identified in 14 CFR 135.167.

2. Emergency flotation gear (popout) or standard flotation gear (fixed floats).

3. Flight instruments for low visibility flight conditions, including gyroscopic bank and pitch indicator (ADI), directional gyro, vertical speed indicator, and rate of turn indicator or skid/slip indicator or inclinometer. (The single, new generation electronic instruments listed in the Note under B6.10 do not meet this requirement.)

Avionics Requirements: (in addition to the requirements in Section B of the solicitation)

B7.3.3 (Offshore) <u>One P25-compliant VHF-FM transceiver</u>. 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.

B7.3.3.1 (Offshore) 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. 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.

B7.3.3.2 (Offshore) 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.

B7.3.3.3 (Offshore) 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, NPX-136D.

Personnel Requirements: (in addition to the requirements in Section B of the solicitation)

Offshore / Platform Landings:

- 1. A helicopter instrument rating or an airline transport pilot (ATP) certificate with category and class rating not limited to VFR.
- 2. Pilots conducting offshore platform landings must have 100 hours PIC of offshore navigation or 50 hours PIC of offshore navigation in the previous 12 months.
- 3. Pilots conducting offshore platform landings must have 10 takeoffs and 10 landings to platforms or vessels, drill-ships, semisubmersible drilling platforms, or barges.

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Vessel Landings:

- 1. A helicopter instrument rating or an airline transport pilot (ATP) certificate with category and class rating not limited to VFR.
- 2. Experience for platform/vessel landings: 200 hours PIC in helicopter operations offshore including landing on offshore heliport structures or vessel heliports, or 100 hours PIC in offshore operations if 50 hours of offshore operation was accomplished within the previous 12 months.
- 3. Pilots conducting Vessel Landings must have 10 offshore landings to vessels, drill-ships, semi-submersible drilling platforms, barges, or other landing areas subject to pitch and roll of the sea, this does not include fixed facilities regardless of movement.

Flight Operations: (in addition to the requirements in Section B of the solicitation)

Weather. Minimum weather conditions for VFR flights are defined as: onshore, ceiling 300 feet and visibility 1 mile; offshore, ceiling 500 feet and visibility 3 miles.

EXHIBIT 14 HAWAII AND PACIFIC BASIC FIRE - ADDITIONAL EQUIPMENT REQUIREMENTS

The following equipment is required on all helicopters offered and contracted for fire suppression missions:

Aircraft Equipment Requirements: (in addition to B6 Aircraft Equipment Requirements)

1.One foldable; electrically operated; variable capacity adjustable water/retardant bucket shall be furnished under this contract. The capacity shall be commensurate with the maximum lifting capabilities of the aircraft as specified in Section A. This bucket shall operate from any section of longline if longline capability is specified. Note: Longline is defined as any combined cable length and attached load greater than 50 feet.

2. The water/retardant bucket operating switch shall be clearly marked for "open" and "closed" and shall be mounted on the collective control to avoid confusion with the cargo hook release. The connector providing power to the water bucket/remote hook shall be mounted adjacent to the cargo hook (within 12 inches) and be supported in such a way that jettisoning the load will not damage the connector. A lanyard shall be provided for support of the connector.

B6.33.3.1 One remote cargo hook with longline as specified in the Helicopter Remote Cargo Hook Equipment and Synthetic Longline Equipment Exhibit (see section C exhibits).

Avionics for Fire Aircraft: (in addition to B7 Avionics Requirements)

B7.3 (Fire) Communications Systems

B7.3.3 (Fire) <u>One P25-compliant VHF-FM transceiver</u>. 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.

B7.3.3.1 (Fire) 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.

B7.3.3.2 (Fire) 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.

B7.3.3.3 (Fire) 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.

B7.3.3.4 (Fire) 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, NPX-136D-070.

B7.5 (Fire) Audio Systems

B7.5.1 (Fire) Two separate audio control systems (which may be combined in a single unit) for the pilot and observer/co-pilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios and public address (PA) systems. Each system must also allow the pilot and observer/copilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels.

EXHIBT 14 (CONT.)

B7.5.1.1 (Fire) Transmitter selection and operation. Separate transmitter selection controls must be provided for both the pilot's and observer/copilot's microphone/PTT inputs. The system must be configured so the pilot and observer/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.2 (Fire) Receiver selection and operation. Separate controls must be provided for both pilot and observer/copilot to select audio from one or any combination of available receivers. The ICS-equipped aft passenger positions must monitor the receiver(s) as selected by the observer/copilot. The receiver 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.

B7.5.1.3 (Fire) The audio system(s) controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 (Fire) An ICS for the pilot, observer/copilot, and the two aft cabin exit positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. <u>A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot and copilot/observer positions</u>. 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.

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

EXHIBIT 15 TRANSPORTATION WORKSHEET

When assigned to an alternate base away from the Designated Base, the Contractor will be paid for actual <u>necessary and</u> <u>reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices</u> . See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information								
DATE				ALTERN	ATE	BASE LOCATI	ION	
Relief Ex	xchange – Involve	d Crew M	1embe	er(s)				
□ Pilot					ing Ve	ehicle Driver		equired by contract)
Name			Nam	le			Name	
	ed Maintenance					<u>0.1.</u>		
□ Mech Name	lanic				□ Nan	Other ne		
Maintena	nce Accomplished	1			Rea	son for providing	g additional personnel	
ITEMIZ	ATION OF COS	TS – Inv	oices a	and/or rece	eipts a	re attached (coj	oies are acceptable)	
	ransportation	Name						\$
Airline T	ransportation	Name						\$
Charter A	Aircraft					ake/model, fligh	t time, hourly rate, date and time	\$
Rental Ca	ar							\$
Rental Ca								\$
POV	Total Mileage	From				То		\$
Other (ex	aplain)							\$
								\$
								\$
							\$	
							\$	
Total ACTUAL Cost				\$				
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel				Date				
Contractor Representative Signature								