

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AMS Aviation Management System
A&P Airframe and Power plant
APCO Association of Public-Safety Communications Officials
AQD Acquisition Services Directorate
ASM Aviation Safety Manager
ASO Aviation Safety Office
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 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

RFP Request for Proposals
RPM Revolutions per Minute
SFI Safety Foundation Incorporated
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures
TBO Time Between Overhaul
TSO Technical Service Order
UL Underwriter’s Laboratory
USDA United States Department of Agriculture
VFR Visual Flight rules
VNE Velocity Never Exceed
VOX Voice Activation
VSWR Voltage Standing Wave Ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1. ITEM 1

ITEM DESCRIPTION

Aircraft Required: Call when needed single engine amphibious water scooping airplane(s) equipped as specified in Section B.

Bureau: Bureau of Land Management (BLM)

Crew Complement Required: Pilot-in-command (PIC) and relief pilot(s). Fuel service vehicle/SEAT support vehicle with driver/operator and relief driver/operator required for operations in the Lower 48 States, not required in Alaska.

Designated Base: Various locations in Alaska and Lower 48 States

Performance Period: Base period is date of award through 30 April 2017 with Four (4) one year option years, with a possible six month extension clause

**Minimum Aircraft Requirements/
Salient Characteristics:** Must have a Standard Airworthiness Certificate.

Aircraft certified under 14 CFR 23 or 25.

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

Gate system must be Interagency Air-tanker Board approved or interim approved.

Visual Flight Rules (VFR), Day only.

Tank capacity of 800 U.S. gallons.

Payload 600 U.S. gallons of water with 2 hours and 30 minutes (2.5 hours) of fuel at 8,000 feet pressure altitude and 25° Celsius.

Cruise airspeed of at least 140 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius, empty tank.

Capable of operating from a 5,000-foot gravel runway, 3,000 feet pressure altitude, and 25° Celsius at certified gross takeoff weight.

NOTE 1: Air Tractor 802 aircraft equipped with amphibious floats, or equal, are known to meet the above requirements. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the contract.

NOTE 1: All exhibits applicable to this contract are included at the end of Section C

SECTION A - REQUIREMENTS AND PRICES

THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE

| | ADDITIONAL PAY ITEMS | PAY ITEM CODE | QUANTITY | UNIT | UNIT PRICE |
|---|--|----------------------|-----------------|-------------|-------------------|
| A | Extended Standby – Pilot | EP | INDEFINITE | HOUR | \$ 50.00 |
| B | Extended Standby - Driver | ET | INDEFINITE | HOUR | \$ 34.00 |
| C | Fuel Servicing Vehicle Mileage - (L48 only) | SML | INDEFINITE | Mile | \$ 2.45 |
| D | Additional Crewmember (C12A) | AC | INDEFINITE | DAY | \$500.00 |
| E | Retardant Labor during Unavailability Period (C43.3) | P01 | INDEFINITE | DAY | \$350.00 |
| F | Mix, Test and Load Retardant (C43.4) | P55 | INDEFINITE | GAL | \$.20 |
| G | Fuel Cost (C36) | FC | INDEFINITE | EACH | Actual Cost |
| H | Contractor Miscellaneous Costs (C39.5) | SC | INDEFINITE | EACH | Actual Cost |

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

| | | | | |
|--|--------------------------|------------------------|---------------------|--|
| Requested and Effective Date This Adjustment | | Type Aircraft | Air Tractor AT-802A | <input checked="" type="checkbox"/> Jet Fuel |
| Fuel Source Location | | Phone No. xxx-xxx-xxxx | | |
| Base Price | \$4.45 | Reference Price | | |
| Effective Date | 05/26/2016 | Effective Date | | |
| Source Document | ORIGINAL CONTRACT | Source Document | | |
| Difference | \$ X consumption rate of | Increase Due | | |
| Old Flight Rate | | New Flight Rate | | |
| Re-established Base Price | | Effective Date | | |

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

| | | | JET FUEL |
|--------------------------------|----------------|--------------------|-----------------|
| San Bernardino Airport (KSBD) | 909-362-6068 | San Bernardino, CA | \$3.38 |
| Cutter Aviation Service (KABQ) | 505-842-4184 | Albuquerque, NM | \$4.84 |
| Premier Aviation (KTUS) | 520-889-6327 | Tucson, AZ | \$3.75 |
| Sphere One Av. (KCDC) | 435-586-4504 | Cedar City, UT | \$4.49 |
| Western Aircraft (KBOI) | 208-338-1800 | Boise, ID | \$4.72 |
| Edwards Jet Center (KBIL) | 406-252-0805 | Billings, MT | \$4.40 |
| West Star Aviation (KGJT) | 970-243-7500 | Grand Junction, CO | \$5.65 |
| Atlantic Aviation (KRNO) | 775-858-7300 | Reno, NV | \$5.06 |
| Wenatchee GA Terminal (KEAT) | 509-886-0233 | Wenatchee, WA | \$3.80 |
| | Average | | \$4.45 |

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained call when needed flight services to support fire suppression operations in Alaska and the Lower 48 States. Contractor services include provision of an aircraft, personnel, and all other associated equipment as prescribed in this solicitation/contract. Water will be scooped from water sources such as lakes or rivers or loaded at ground locations. Wetting agents (foam) and chemical fire retardant may be utilized at the Government's direction in the Contractor's aircraft.

B1.2 The Government and Contractor must establish an effective working relationship to complete this contract successfully. 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 This aircraft may be dispatched from Alaska to the Lower 48 States. Because deployment from Alaska usually requires transit through Canada, all contractor personnel are required to possess current passports.

B2 Certifications

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

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations," or Canadian equivalent.

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification), or Canadian equivalent. Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal

Aviation Administration (FAA) approved, or Canadian equivalent.

B2.2.1 The Government will evaluate single engine amphibious water scooping aircraft with a capacity of 800 to 1,799 gallons for use as scoopers. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 In order to drop retardant from a single engine scooper under this contract, the aircraft must have a gate system and flow control system that meets Interagency Airtanker Board (IAB) requirements for a Type 3 single engine airtanker. Aircraft with gate systems primarily designed to dispense water may be offered for the first contract year only provided an interim approval for retardant drops is granted by the IAB. However, to qualify for operation in subsequent option years, the gate system must have successfully demonstrated the capability to drop retardant within IAB standards.

B2.3 For the purposes of the U.S. Department of Transportation's Federal Aviation Administration (FAA) North American Free Trade Agreement (NAFTA), this contract is considered to be a specialty air services contract. Canadian operators must be in compliance with NAFTA and Specialty Air Service (SAS) Operations Advisory Circular AC No. 00-60 (dated 11/99). A copy of the Contractor's current FAA Form 7711-1 authorizing the SAS Operations, Forest Fire Management and/or Firefighting, contained on the Civil Aviation Authorities (CAA), with NAFTA authorization is required with submittal of offer.

B2.4 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.4.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.4.2 The approved aircraft inspection program.

B2.4.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.4.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

SECTION B – TECHNICAL SPECIFICATIONS

B2.4.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.4.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/repared (or deferred if appropriate) before the next flight.

B2.4.7 Fueling the aircraft, including the detection of fuel contamination and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

B2.4.8 Complying with flight manual "emergency procedures" and reporting abnormal conditions or potentially unsafe conditions.

B2.4.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.4.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract.

B2.5 Training Program

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.5.1 This training program must have written initial and recurrent training curriculums. See the Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.5.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. A compact disk (CD) copy of the plan is acceptable.

B3 Order of Precedence (Specifications)

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

B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current copy of the contract and all modifications 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. Following receipt of a printed task order, the pilot will carry a hard copy of the task order in the aircraft.

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 aircraft and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

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, or repairs 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.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

SECTION B – TECHNICAL SPECIFICATIONS

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

B6 Aircraft Equipment Requirements

The Contractor must provide one or more as awarded, fully compliant aircraft that is equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

| | |
|---------------------------|---------------|
| Preflight | After landing |
| Before starting engine(s) | Shutdown |
| Before takeoff | Emergencies: |
| Cruise | - Fuel |
| Before drop | - Electrical |
| After drop | - Hydraulic |
| Before landing | - Mechanical |

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.6.)

B6.6.4 Current paper or electronic aeronautical charts covering areas of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Reserved

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing

SECTION B – TECHNICAL SPECIFICATIONS

and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The aircraft must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with the format and spacing the same as aircraft "N" numbers (refer to 14 CFR Part 45.29).

B6.9 A survival kit containing at least the items specified in the Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations.

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf).

B7.2 Avionics Installation and Maintenance Standards

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

B7.3 Communications Systems

B7.3.1 1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must also be currently registered with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered, and include a 121.5 MHz homing beacon. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. Each transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 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 when seated, has full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.

B7.3.3.1 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 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 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband

SECTION B – TECHNICAL SPECIFICATIONS

analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technionics: TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV.

Cobham: (formerly NAT) NPX-136D-070.

B7.3.4 Reserved

7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at <https://www.aff.gov>.

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 AFF manufacturer required pilot display(s) or control(s) will be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in all 50 states. Contractors working in or accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 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 Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into

another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

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

B7.3.5.6. This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecc> 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.

B7.5 Audio Systems. One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

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B7.6.2 (Not required for operations in the state of Alaska) One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broad-band antenna, must be mounted in the SEAT-servicing vehicle (SSV). The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001
Midland STM-1050B, STM-1055B, STM-1115B
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic
Relm: KNG-M150

NOTE: As of August 6, 2015, no other mobile radios were known to meet the above requirements. See http://www.nifc.gov/NIICD/docs/approved_radios.pdf for a complete, current listing of approved radios.

B7.6.3 The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of the contiguous 48 States. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The Contractor must provide the number of the cellular telephone to Government personnel when requested.

B7.6.4 Automatic Dependent Surveillance-Broadcast (ADS-B) Out. Effective no later than January 1, 2020, each aircraft must be equipped to meet the requirements of 14 CFR 91.225.

B8 Fuel Service Vehicle (FSV) / SEAT Support Vehicle (SSV) Requirements (L-48 only, when requested)

B8.1 The SEAT support vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B:C capacity meeting *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers* standards. The fuel and support servicing vehicle shall be capable of carrying the contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, w.reichert.com/refractometers.cfm or 716-686-4500.

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area and without presenting undue hazards to other personnel and/or property. The loading port must be located behind the wing and clearly marked. (Also see B20.9 for Pilot Requirements.)

B8.2 Equipment.

The Contractor must equip and maintain the vehicle as shown below:

B8.2.1 Two fire extinguishers, each having a rating of at least 20-B:C and with one extinguisher mounted on each

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side of the vehicle. Extinguishers located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Fire extinguishers must be maintained in accordance with provisions contained in *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*

B8.2.2 Tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area. The settling area plumbing shall be extended to the vehicle perimeter to allow contaminate removal without crawling under the vehicle. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.2.1 The vehicle’s tank(s) must have a capacity of a minimum of 6 hours.

B8.2.3 Fuel hose shall meet Energy Institute (EI) (formerly API) 1529 Aviation Fueling Hose and Hose Assemblies qualifications within 2 years of contract start. In service hoses changed for cause prior to the 2 year deadline shall be replaced with EI 1529 Type C hoses. Hoses with manufacturer’s “Aviation Fuel” markings are acceptable. Fuel dispensing hoses must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Over wing nozzle hold-open devices are not permitted. Closed circuit/underwing nozzles do not require bonding wires.

B8.2.5 One properly functioning fuel-metering device for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft.

B8.2.6 Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing*.

B8.2.7 A sufficient supply of petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill must be kept on hand. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For open port/splash refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Equipment used for rapid refueling/hot refueling must meet all equipment requirements detailed in NFPA 407 Section 5-21. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 feet of the aircraft refueling receptacle.

B8.3 Filtering system.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture’s operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 *Specifications and Qualifications Procedures for Aviation Jet Fuel Separators* or EI Specification 1583 *Laboratory Tests and Minimum Performance Levels for Aviation Fuel Filter Monitors*. Contractors should consult with filter manufactures data to determine compatibility.

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

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufactures recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer’s recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and

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pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each vehicle must be conspicuously and legibly marked to indicate the fuel grade/type. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type. Examples are: Jet-A white-on-black background or Avgas 100 white-on-green background.

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

B8.5 Fuel Servicing Vehicle: Operations

B8.5.1 Fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft in the L-48 States. However, Government personnel may be authorized to assist fueling operations in Alaska.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements

B9.1 The Contractor must furnish a DOI authorized pilot for each aircraft for each day the aircraft are required to be available.

B9.1.1 Additional pilots. During high periods of activity, the Government may have occasion to utilize the aircraft after the primary pilot has reached their duty/flight limitations. As a result, the Contractor may be requested to provide two additional pilots. The Government will request orders for additional pilots in advance as they determine appropriate. The additional pilots may be furnished at the option of the Contractor.

B9.1.2 For purposes of this contract, pilots will be referred to as the following:

Primary Pilot – (required) A pilot assigned to a specific aircraft on a specific contract. Normally, the primary pilot will staff an aircraft all of the time that flight and duty limitations will allow. The Contractor may choose to cover an aircraft with more than one primary pilot. Costs associated with providing a primary pilot must be included in the basic availability rate.

Relief Pilot – (required) A pilot assigned to staff an aircraft when the primary pilot is not available. Costs associated with providing a relief pilot must be included in the basic availability rate.

Additional Pilot – (when requested) A pilot provided in addition to the primary pilot. Additional pilots are utilized to allow 24 hour coverage of the aircraft. Costs associated with providing additional pilots are included in the additional pilot rate identified in Section A.

B9.2 The pilots must be familiar with this contract and all applicable task orders issued under this contract.

B9.2.1 The pilots must be able to provide contract and/or task order information to the COTR, OAS inspector, COR, project inspector (PI), or Government manager as requested.

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 COR’s discretion.

B10.2 Minimum PIC Qualifications

The Contractor must provide a pilot-in-command who meets the following minimum qualifications and who possesses the required certificates and evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 A FAA commercial pilot certificate or higher with airplane category, single engine land and sea classes and instrument airplane rating.

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

B10.2.3 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.4 Meet the requirements of 14 CFR Part 137.53.

B10.2.5 The Contractor must submit an experience resume for each pilot offered for approval. The resume must include the names and pilot addresses of past employers, substantiation of related type and typical terrain flying, and any and all accidents involving aircraft. The information must be submitted on form OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval (with supplements if requested).

B10.2.6 For a pilot-in-command that has not been previously inspected and approved by the DOI OAS or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, OAS.

B10.2.7 Pilot-in-command pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

| | |
|-----|--|
| (a) | 1,500 hours...total in all aircraft. |
| (b) | 1,200 hours...in airplanes. |
| (c) | 200 hours...airplane single engine land. |
| (d) | 200 hours...in airplane, single engine sea. Or, 50 hours in ASES and Fire Boss training course offered by Wipaire, Inc. |
| (e) | 25 hours in the same make and model to be flown. |
| (f) | 100 hours...in turboprop airplanes as applicable. |
| (g) | 200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant, water on fires, or agricultural materials. |
| (h) | 200 hours... in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude. |
| (i) | 100 hours...in airplanes in the last 12 months. |
| (j) | 250 hours...in large airplanes (aircraft over 12,500 pounds MGTW) as applicable. |
| (j) | 10 hours...in airplanes in the preceding 60 days. |
| (k) | 5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings to a full stop on the water and (2) 5 water scooping evolutions dropping at least two salvo loads of fire suppressant material (water or |

| |
|---|
| retardant) accurately on a designated target. |
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B10.3 Reserved

B10.4. Aerial firefighting knowledge and training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

- All pilots - Annual Company single engine amphibious water scooping aircraft training program as described in B2. 5 of this contract. This training is required to be completed in full for each company the pilot works for (maximum 2).
- All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).
- New and Level 2 pilots - the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014 NAFA, replaces the SEAT National Training Course held in Boise, Idaho.
- Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for Level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information. Due to the cancellation of the January 2018 NAFA 2, level I pilots requiring NAFA 2 in 2018 are exempt from the NAFA 2 requirement until 2021. This exemption is not applicable to any other NAFA 2 requirement including 2019 NAFA 2 attendance and/or level II to level I upgrades.

B10.5 Approved primary pilots must be designated as "Level I" (journeyman level); relief pilots may be "Level I or II". Level II relief pilots are allowable for not more than 4 consecutive days in a 14 day period. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II. Pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the single engine amphibious water scooping aircraft plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II criteria: The pilot must:

- Meet the experience requirements of B10.1 through B10.2. 7

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- Exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission,
- Understand the principles of making fire suppressant material drops under diversified terrain and flight conditions,
- Consistently make accurate drops, and
- Have successfully completed all applicable elements of B10.4 .

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the NAFA II or the SEAT Academy, operated as a Level II pilot for 1 calendar year, and successfully flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot's logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT or single engine water scooper contract, approved cooperator agency SEAT or single engine water scooper program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT or single engine water scooper pilot occurs, that pilot will revert back to Level 2 status until all Level I criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission flight evaluation. Thereafter, Level II pilots must pass a recurrent mission flight evaluation every 12 months. Level I pilots must pass this recurrent mission flight evaluation every 36 months.

B10.6.1 Flight evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard

(PTS) administered by an Office of Aviation Services pilot inspector or designee. The PTS is available online at: <http://oas.doi.gov/library/handbooks/IAPracticalTestStandards.pdf>.

B10.6.2 Flight evaluations must be in the same make and model as the contract aircraft.

B10.6.3 The Contractor must supply the aircraft for the flight evaluation at no expense to the Government.

B10.7 Pilot Training Option

The contractor may submit a written request to the Contracting Officer Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in scooper operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I single engine amphibious water scooping aircraft pilot as a "Pilot Trainer" for the purposes of training a new pilot. The new pilot will be designated as a "Trainee" pilot. This option allows a trainee to be on board a scooper for training purposes. The designated "Pilot Trainer" and "Trainee" pilot must be specifically approved as such by the COR 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 logged as PIC.

B10.7.1 "Pilot Trainer" must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I pilot.

B10.7.1.2 500 hours PIC in scooper operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

B10.7.2 "Trainee" pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

B11 Flight Crewmembers Duty and Flight Limitations

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

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot(s) must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

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B11.1.2 The pilot(s) must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the government if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 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.

B11.2.3 Flight crewmembers are limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.2.4 Pilot flight time computations will in accordance with 14 CFR Part 1.1. (See C29)

B11.3 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.

B12 Personnel Duty Limitations

B12.1 The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12.2 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

B13 Mechanic Requirements

B13.1 The Contractor must provide, in addition to the pilot, a mechanic to service and inspect the contract aircraft. The mechanic does not need to remain at the designated base. The mechanic may serve as the aircraft fuel servicing vehicle driver; however, must meet the additional requirements of sections B16 and B17.

B14 Mechanic Qualifications

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be provided to the COTR. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a minimum of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months experience as an A&P mechanic or foreign equivalent certificate in maintaining aircrafts (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained an aircraft of the same make and model as the contract aircraft under "field" conditions for at least one full season. (A mechanic who has maintained the aircraft away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI Office of Aviation Services (OAS)-approved Contractor's training program for the same make and model of contract aircraft or show evidence that he/she has 12 months maintenance experience on an aircraft of the same make and model as the contract aircraft.

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

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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 Fuel Servicing/Support Vehicle Driver Requirement and Qualifications (When FSV is Required)

For each day the aircraft is required to be available, the Contractor must furnish a fuel servicing vehicle driver who meets all Department of Transportation (DOT) requirements for fuel vehicle drivers.

B17 Fuel Servicing Vehicle Driver Duty Limitations

B17.1 The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

B17.2 The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B17.3 The fuel servicing vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B17.4 Relief or substitute fuel servicing vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

B18 Relief Crew Requirement

B18.1 The Contractor must provide a qualified relief crew that is available to perform duties during the regular crewmember’s scheduled days off.

B18.2 The Contractor must provide a planned schedule of relief duty days to the Contracting Officer’s Representative (COR). Relief crewmembers must arrive at the designated

base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

OPERATIONS

B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot-in-command 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-in-command:

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, take-off, landing or drop that 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 Is responsible to determine that all maintenance discrepancies have been cleared prior to flight in accordance with the operator’s company manual and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Is responsible for determining the aircraft’s operating weight and center of gravity and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.6.1 Empty weight of the aircraft (in the required configuration).

B19.6.2 Flight crew with required personal protective equipment.

SECTION B – TECHNICAL SPECIFICATIONS

B19.6.3 Necessary flight kit materials.

B19.6.4 Fuel sufficient for the flight plus a 45-minute reserve computed at the average fuel-burn rate.

B19.6.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water and 8.5 pounds per gallon for foam.

B19.6.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.6.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7 Must do performance calculations which include: Takeoff and landing distances required vs. runway available.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 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.

B19.8.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.8.2 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.

B19.8.3 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.

B19.9 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (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 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Scooper aircraft are required to operate from areas other than improved airports, such as lakes and rivers.

B20.2.1 All pilots must be proficient when they arrive at the reporting location. Relief pilots may arrive one day before their duty day to become proficient at the Contractor's expense.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns in-accordance-with 14 CFR 91.

B20.5 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required except when engaged in actual dispensing or scooping operations where the requirements of 14 CFR 137.49 will apply. Minimum altitude between the airport operations area and fire operations area is 500 feet AGL.

B20.6 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff, landing and scooping the pilot must maintain at least 60 feet of obstacle clearance at all times.**

SECTION B – TECHNICAL SPECIFICATIONS

B20.7 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire, and during all water scooping regardless of distance from fire.

B20.8 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.9 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.10 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.11 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.12 Day only use. Single-engine aircraft 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 or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.13 Aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

B20.14 Aircraft may be released to the Contractor for relief pilot proficiency flights at no cost to the Government if approved in advance by the Government representative. The Contractor will not be charged unavailability for these flights. (These flights are not MCTFs.)

B21 Security of Aircraft and Equipment

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B21.2 Physical aircraft security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or

greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

B22.1 Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

B22.2 Fire Boss only: Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

B22.3 Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

B22.4 Pilots must wear all leather boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. See the *DOI Aviation Life Support Equipment Handbook* for non-leather boot options at: <http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>. Non-leather boots must meet military standards for aviation use.

B22.5 Pilots must wear leather, polyamide, or aramid gloves.

SECTION B – TECHNICAL SPECIFICATIONS

B22.6 Contractor personnel must wear a personal flotation device (PFD) for all flights requiring water-scooping operations. This equipment must be maintained in serviceable condition in accordance with the manufacturer's instructions. This equipment may, but is not required to, meet the standards of 14 CFR Part 135.167(a)(1). Automatic inflation (water-activated) PFDs are not authorized.

B23 Mission Currency and Proficiency

B23.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B23.1.1 MCTFs will be conducted solely at the Government's discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B23.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as "mission" flights.)

B23.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor's responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

B24 Transportation of Hazardous Materials

The Contractor will not be required to transport hazardous materials.

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 Government fuel is provided for operations in Alaska. However, if no Government fuel is available, the

Contractor shall be capable of purchasing fuel with the understanding that the Government will reimburse the Contractor for the fuel purchased. All contractor purchased 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 specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.2 Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.1.3 The Contractor must have a fuel quality assurance program.

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B25.1.5 If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

B25.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

B25.1.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The *NFPA 407: Aircraft Fuel Servicing* requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

SECTION B – TECHNICAL SPECIFICATIONS

B25.2.2 In the Lower 48 States, U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation. In Alaska, Government personnel may be authorized to refuel at Government-provided fuel sites.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturer's (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following.

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or

deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial 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), and time and date when component was overhauled, replaced, or inspected.

B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and additional maintenance requirements.

B27.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of "issued" MMSBs and FAA ADs identifying all those that are applicable and non-applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required.

B27.3 Before the contract start date, the following Service Letters (SL) must be complied with. Air Tractor SL-129A, SB-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300, Wipaire SL-71, SL-149 including all applicable FAA Special Airworthiness Information Bulletins (SAIB) issued before and during the contract period.

B27.4 All other aircraft manufacturers must comply with Service Letters (SL) that pertain to their aircraft before contract start date. All applicable FAA Special Airworthiness Information Bulletins (SAIB) issued before and during the contract period.

SECTION B – TECHNICAL SPECIFICATIONS

Note: Air Tractor SL-266 repetitive 100 hour inspection must be complied with at a reduced interval of 50 hours.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

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 all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

B29.4 All fire extinguishers must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

B31.1 All components, including engines, must be replaced upon reaching the factory-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 engines, propeller components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial 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), and time and date when component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which 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 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

SECTION C – CONTRACT TERMS AND CONDITIONS

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CONTRACT CLAUSES

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

C1 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015) [Tailored SEPT 2005]

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the

SECTION C – CONTRACT TERMS AND CONDITIONS

Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if –

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and

for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-

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Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (NOV 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), 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 (APR 2010) (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.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub L 111-117, section 743 of Div C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub L 111-117, section 743 of Div C).

(8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31USC 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(10) Reserved.

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004 of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014)(15 U.S.C. 637 (d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015)(15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (OCT 2014) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)).

(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C 639(m)).

(24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C 639(m)).

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(25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

(30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015)(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).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (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.)

(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(ii) Alternate I (JUN 2014) of 52.223-13.

(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O. 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(41) 52.225-1, Buy American Act-Supplies (MAY 2014) (41 U.S.C. chapter 83).

(42)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 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 (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3

(43) 52.225-5, Trade Agreements (NOV 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. 351, chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAY 2014) (41U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792),

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(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, 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014)(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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition on Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015)(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).

(xii) 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) (41U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAY 2014) (41U.S.C. chapter 67.).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015).

(xv) 52.222-55, Minimum Wage Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number

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of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 52.212-4(a) Inspection/Acceptance **The following is added:**

C3.1 Inspection Scheduling and Process.

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

C3.2 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.

C3.2.1 The Contractor must notify the CO, the COR, 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 COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).

C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, and Interagency Pilot Qualification card, as applicable. The aircraft and pilot 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.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft, equipment, personnel, records, or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a re-inspection for another time/date/site. The Contractor may be charged for the cost of re-inspection, in accordance with Section C3.9.

C3.5 Equipment.

C3.5.1 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.

C3.5.2 Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.6 Personnel.

C3.6.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract.

C3.6.1.1 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). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.6.1.2 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract

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period. Flight evaluations are conducted at the Contractor's expense.

C3.6.1.3 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).

C3.6.1.4 Services provided under this contract 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months
Level II pilots: every 12 months

Low-level flight (within 500' of the surface)
Resource reconnaissance
Fire reconnaissance
Water landings - floats or hull (airplane)
Aerial ignition
Water/retardant application

C3.7 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.

C3.8 Substitute Personnel, Aircraft, or Equipment.

C3.8.1 The contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet contract specifications and be subject to inspections and approvals identified herein prior to use. The contractor must submit a written request for inspections of pilot substitutes to the COTR seven days prior to the scheduled arrival at the site. **Requests for aircraft substitution must be submitted to the CO for approval prior to inspection. The CO may issue a bilateral modification prior to submitting a request to the COTR for inspection scheduling.** Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule.

C3.8.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.8.3 The Government may charge the Contractor for the cost of any substitute inspections in accordance with the Section

C3.9 Re-inspection Expenses.

C3.9.1 The Contractor must be liable for all Government incurred re-inspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.

C3.9.2 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.

C4 52.212-4(k) Taxes

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

Federal Airport and Airway Excise Taxes

Fuel Taxes

Transportation Taxes (passengers and cargo)

C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form or other form as directed by the CO. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E or other form as directed by the CO. Hard copies of the signed OAS-23/23E are to be uploaded / attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report or other form as directed by the CO. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports or other form as directed by the CO are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission or other form as directed by the CO.

SECTION C – CONTRACT TERMS AND CONDITIONS

C6 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013)

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

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

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

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

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

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

C7 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

GENERAL CONTRACT TERMS AND CONDITIONS

C8 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an indefinite delivery / indefinite quantity type contract(s), of which firm fixed price task orders will be issued.

C8.1 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.

C9 52.216-18 Ordering (OCT 1995)

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

SECTION C – CONTRACT TERMS AND CONDITIONS

mail. Orders may be issued orally and followed up by email, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

C10 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of **one day** of daily availability as described in Section A will be provided.

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

(1) Any order for a single item in excess of the estimated amounts cited in the requirements of Section A.

(2) Any order for a combination of items in excess of the estimated amounts cited in the requirements of Section A 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.

C11 Orders for Services

C11.1 Outside of the contract minimum guarantee, 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. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle (L48 only), are not available for service.

C11.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C11.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C11.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C11.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C11.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each aircraft by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/ NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C11.2 Task Orders. Written Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C11.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C11.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See C8 for Ordering Offices and Resource Order information.

C11.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

SECTION C – CONTRACT TERMS AND CONDITIONS

C12 Authorized Ordering Offices

C12.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from the following:

-Authorized ordering officials/offices (other than the AQD Contracting Officer) will be identified and provided with contract award.

C12A Additional Flight Crews or Augmenting Crew Member

During high periods of activity, the Government may have an occasion to utilize the aircraft after the primary flight crew has reached their duty/flight limitations. As a result, the Contractor may be requested to provide at least one or two additional flight crews. In some situations, continuous coverage may be provided by an augmenting crewmember. The Government will request orders for crew complements in advance as they deem appropriate. The additional crewmembers must be mutually agreed upon by the contractor and the COR.

C13 Contractor Personnel Security Requirements

C13.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C13.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C14 52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may

arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C14.1 Funding Prior to Award

At this time, no funds have been provided for the minimum guarantee of this requirement, but the Government anticipates receipt of said funds prior to contract(s) award. Please note that no award(s) will be made without the required funding.

C15 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C15.1 Property and Personal Damage

C15.1.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C15.1.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C15.1.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C15.1.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C15.1.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C15.1.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C16 Notice of Contractor Performance Assessment Reporting System (July 2010)

SECTION C – CONTRACT TERMS AND CONDITIONS

(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 web-based 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 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. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) 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 <http://www.cpars.gov>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.gov>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1–17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 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." Your response is due within 30 calendar days after receipt of the CPAR.

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

(1) 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 Contracting Officer for instructions.

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

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward 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 Contracting Officer 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 30-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.

C17 Pre-work Meeting

A pre-work meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

C18 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;

SECTION C – CONTRACT TERMS AND CONDITIONS

(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; or

(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 to exceed 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.

C18.1 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.

C18.2 Project Inspector (PI).

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO.

C18.3 The OAS Safety Manager.

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

Mr. Keith Raley

DOI – Office of Aviation Services (OAS)

300 E. Mallard Dr., Ste. 200

Boise, ID 83706-3991

Phone: 208-433-5071

Fax: 208-433-5007

C18.4 BLM Aviation Safety Advisor

BLM Aviation Safety Advisor may at any time conduct assurance reviews with company employees performing on the contract. Reviews will be based on SMS plan as required in contract. See C17.3.1.

C19 AQD Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

C20 AQD Limitation on Subcontracting Report - Alternate I (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of the Indefinite Delivery Indefinite Quantity (ID/IQ) contract performance. The report shall be submitted for the period beginning on the date of Indefinite Delivery Indefinite Quantity (ID/IQ) contract through the first of the month (June or December) to include all awarded Task/Delivery Orders, and shall be in the following format:

- Date of Report:

SECTION C – CONTRACT TERMS AND CONDITIONS

- Period Being Reported: Date of Indefinite Delivery Indefinite Quantity (ID/IQ) Contract Award through _____.
- Total Task/Delivery Order Costs*:
- Total Task/Delivery Order Costs* Performed/Provided by Prime:
- Total Task/Delivery Order Costs* Subcontracted:
- Percentage Performed/Provided by Prime:
- Percentage Performed/Provided by Subcontractors:
- Certified By:
- Date Certified:

If the Contractor's costs* are below the minimum performance measures stipulated at FAR 52.219-14, the Contractor shall provide a detailed mitigation plan on how it is going to cure its failure to comply with 52.219-14. This mitigation plan shall be provided to both the Small Business Administration and the Contracting Officer. The Contracting Officer will evaluate the plan to assess the adequacy. This clause does not limit the rights and remedies of the government under other contract clauses, including but not limited to the default or termination provisions of the contract.

* As stipulated in FAR 52.219-14

ADMINISTRATIVE MATTERS

C21 Personnel Conduct

C21.1 Replacement of Contractor Personnel.

C21.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C21.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C21.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C22 Suspension of Pilot

C22.1 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident

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

C22.2 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C22.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C22.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot's suspension will continue until the OAS ASM and carding authority determines that no further suspension is required. The Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency if the investigation fails to support a pilot's return to service.

C23 Safety and Accident Prevention

C23.1 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.

C23.1.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C23.1.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C23.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency Investigator In Charge (IIC), ASM, and CO during this evaluation.

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C23.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal must consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Section C Exhibit entitled - Safety Management System (SMS) Plan/Safety Program.

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C23.3.1 Contractor employees working under this contract must be familiar with the SMS plan and complete training in accordance with the SMS plan requirements. The BLM Aviation Safety Advisor may at any time conduct assurance reviews with contractor employees performing on this contract to ensure they are familiar with the company's SMS plan.

C23.3.2 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C23.3.3 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibit.

C24 Mishaps

Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C24.1 Mishap Definitions.

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

C24.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Reportable Incident
- Serious Injury

Substantial Damage

C24.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C24.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C24.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C24.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C24.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C24.1.7 SafeCom (<https://www.safecom.gov/>). An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

C24.2 Mishap Reporting.

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the OAS ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C24.2.1 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C24.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C24.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

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C24.2.5 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.

C24.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C24.3 Forms Submission.

C24.3.1 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".

C24.3.2 The Contractor must submit a "SafeCom" to the OAS ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <https://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from the above internet site. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom". Hard copy documents can be mailed or faxed to:

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

C24.4 Pilot Suspension.

See Suspension of Pilot clause C16.2.

C24.5 Preservation Requirements.

C24.5.1 Preservation Requirements. The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the NTSB. Following release by the NTSB, the OAS ASM, CO or other authorized agency representative may retain or release the aircraft. Permitted exceptions to this requirement are 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 when taking such actions.

C24.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C24.6 Mishap Investigations

C24.6.1 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.

C24.6.2 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.

C24.7 Costs Related to Investigation.

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

C24.8 Rescue and Salvage Responsibilities.

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

C25 Economic Price Adjustment - Fuel

C25.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C25.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C25.3 **Base Price.** The base price will be the average of the commercial fuel price obtained by the Government for the specific fuel type at the specified Fuel Source Locations identified in Section A, Requirements and Prices

C25.4 **Reference Price.** The reference price is the commercial fuel price at the Fuel Source Locations cited in Section A 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 unilateral modification to the contractor once the new flight rates are established.

C25.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate

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for the type aircraft involved as shown in the **Fixed Wing Fuel Consumption Chart** Exhibit. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C25.6 The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent higher than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

C25.7 The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent lower than the current Commercial Fuel Price at the Fuel Source Locations identified in the Fuel Adjustment Table in Section A.

C25.8 Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

C25.9 The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

CONTRACT PERIOD AND OPTION EXERCISE

C26 Contract Period

The contract base will be from date of award through April 30, 2017, unless otherwise extended as allowed herein.

Option Year 1: May 01, 2017 through April 30, 2018

Option Year 2: May 01, 2018 through April 30, 2019

Option Year 3: May 01, 2019 through April 30, 2020

Option Year 4: May 01, 2020 through April 30, 2021

C27 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**.

C28 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.

AVAILABILITY REQUIREMENTS

C29 Availability Requirements

During the ordered period of use, 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 a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14-hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C29.1 **Extended standby:** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Travel/commuting for purposes of reporting to and from work or traveling to and from a lodging site do not fall within the definition of standby as provided in this contract. (See C25.1 Standby) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C29.1 **Relief Pilot:** A relief pilot is required. On crewmembers mandatory days off the contractor shall provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

C30 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C30.1 **Standby.** 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.

C30.2 **Alert.** After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications

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acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

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 that day and service will be recorded as fully available status, provided the COR/PI has approved in advance release of the Contractor's personnel.

C31 Maintenance During Availability Period

C31.1 The COR or PI may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR/PI may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C31.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR/PI, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C32 Unavailability and Damages

C32.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR or PI, that they are available and the COR is satisfied that all the conditions below have been met.

C32.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR 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, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C32.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available

from the actual date that all deficiencies were corrected and approved by the COTR.

C32.2 During periods of Contractor unavailability, 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.

C32.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or PI of the situation immediately.

***NOTE: C33 through C39 Are Specific To Operations in Alaska only(Except for aircraft fuel terms which are applicable to all items and operations at all locations).

DEPARTMENT OF DEFENSE APPROVAL TO UTILIZE MILITARY AIRFIELDS WITHIN THE STATE OF ALASKA.

C33 Aircraft Landing Permits

C33.1 Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting and/or operating base. As a condition of this use, the contractor must comply with the following requirements imposed by the Department of Defense. The following forms must be completed and submitted to the Contracting Officer:

- a. Civil Aircraft Landing Permit, DD Form 2401
- b. Civil Aircraft Certificate of Insurance, DD Form 2400
- c. Civil Aircraft Hold Harmless Agreement, DD Form 2402
- d. Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402. The contractor must submit these forms within ten calendar days after receipt of contract award, to the Contracting Officer.

C33.2 Civil Aircraft Certificate of Insurance, DD Form 2400. Contractor shall be required to submit a DD Form 2400, Civil Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

C33.3 Insurance Requirements.

See Exhibit C8 for Additional Insurance Requirements Chart for additional insurance requirements. These requirements are in addition to the Insurance Requirements found under C15 of this contract.

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CONTRACTOR RESPONSIBILITIES - CONDUCT OF BUSINESS ON A MILITARY INSTALLATION

C33.4 Performance under this contract involves basing aircraft, support equipment and personnel on military installations. The Department of the Interior, Bureau of Land Management and Alaska Fire Service has Support Agreements covering the use of the grounds and facilities. The Contractor agrees to cooperate in the adherence to the terms of said agreements as a condition of performing under this contract.

C34 Rules of Conduct And Regulations

C34.1 The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.

C34.1.1 The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Ft. Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the Military or BLM personnel.

C34.1.2 Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management retardant ramp site vehicles to the Contracting Officer 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

C34.1.3 The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Ft. Wainwright front gate and/or Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

C34.2 Government Identification Cards – Contractor Employees

C34.2.1 Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be issued an U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue this card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.

C34.2.2 Identification cards shall be returned to the Scooper Manager upon request at any time. Cards shall also be

returned to the Scooper Manager upon the employee's release either at the end of each order for services.

C34.2.3 The Government may withhold final payment to the contractor until such time as all cards have been turned in.

C34.2.4 Contractor Employee Background Investigation. Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the Contracting Officer, the Contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Ft. Wainwright or other Federal Installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion result in an unsatisfactory background check.

GOVERNMENT FURNISHED FUEL

C35 Ownership and Control

C35.1 Government Furnished Fuel

C35.1.1 The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor for all operations in Alaska, or reimburse the Contractor for fuel purchases as set forth below in, Contractor Furnished Property.

C35.1.2 Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor. Deductions will be at the current cost of fuel either provided by the Government or reimbursed to the contractor by the Government. The fuel consumption rate is based upon make/model of aircraft under contract.

CONTRACTOR-FURNISHED PROPERTY

C36 Fuel.

The cost of fuel furnished by the Contractor in lieu of Government-furnished fuel for flights ordered under the Alaska Items of Section A, will be reimbursed to the Contractor as provided below:

C36.1 General. The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase shall be approved by the Contracting Officer's Representative. Fuel-related costs shall be recorded as a line entry (i.e. dates, fuel charge, dollar amount, and use Pay Item Code "FC"), shall

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be summarized under "Other Charges/Credits" on the Aircraft Use Report (OAS-23), AND shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C36.2 Ferry Flights through Canada and Flights Within the 48 Conterminous United States. Upon dispatch to the 48 Conterminous United States, (including ferry through Canada) the Contractor shall be reimbursed for fuel until such time as the contractor crosses the U.S. – Canadian Border. Upon release from the service in the 48 Conterminous United States and dispatch for return to the designated (Alaskan) base, the Contractor shall be reimbursed for fuel purchased only after crossing the 48 Conterminous United States – Canadian Border.

C36.2.1 The Government will provide sleeping bags, mosquito nets, cotton cord, and plastic sheeting for temporary site accommodations when cabins are not available.

C36.2.2 Fire camps and staging areas normally consist of tent camps. The Contractor shall furnish the aircraft crew with a tent for use at remote project sites, fire camps, and staging areas.

C36.2.3 Dining facilities may be available at Fairbanks, Galena, and Ft. Yukon. When away from dining facilities, camp groceries, military MRE's or cook-your-own fresh food boxes are provided.

C36.2.4 It is suggested that the Contractor provide the aircraft crew with minimal camp type cooking gear.

RESPONSIBILITY OF CONTRACTOR

C37 At Contractor expense, the Contractor shall:

C37.1 Provide competent superintendence at the site with authority to act for the Contractor at all times and shall so notify the CO. The pilot shall represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

C37.2 Take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of the Government).

C37.3 Assure that all employees engaged in the performance of this contract have read and are thoroughly familiar with its requirements.

C38 WEAPONS

C38.1 All weapons in the aircraft survival kit shall be registered with the Ft Wainwright Provost Marshal.

USE OF SUPPORT/STAGING AND STORAGE SPACE AT FT. WAINWRIGHT, ALASKA

C39 Designated Space

C39.1 The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

C39.2 The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

C39.3 Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the ordered use period. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days, or as otherwise agreed upon. At the end of the contract term, including all options all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the ordered use period.

C39.4 All usage of the assigned area is subject to the approval of the COR.

C39.5 The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

MEASUREMENT AND PAYMENT

C40 Daily Availability

C40.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for

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availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C40.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C40.3 Availability will be paid for every day of the contract period, including the mandatory days off, unless contractor is considered unavailable.

C40.4 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). 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.

C41 Flight Time

C41.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C41.1.1 For purposes of this contract: "...moves under its own power for the purposes of flight..." is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C41.1.2 For purposes of this contract: "...when the aircraft comes to rest after landing..." is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C41.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C41.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C41.3 Flights Associated with Inspections. Flight time associated with the DOI OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C41.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C41.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C41.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C41.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C42.

C42 Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C42.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C42.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C42.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C42.4 Demobilization. Payment for availability, flight time and FSV mileage (L48 only) begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the

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contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C42.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C42.5 (Lower 48 only) Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

C43 Additional Pay Items

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

C43.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C43.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C43.2 Fuel Service Vehicle/Support Vehicles Mileage (L48 only)

The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C43.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C43.3 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C43.4 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor

will be paid a per gallon flowage fee at the rate specified in Section A.

C43.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C43.6 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C43.7 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C43.7.1 Aircraft shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

C43.7.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C43.7.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C43.8 Fuel Supply Expense in the Lower 48 states. The Contractor is responsible for the cost of all fuel required for contract performance when in the Lower 48 states. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C43.8.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C43.8.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C43.8.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

C44 Government Miscellaneous Charges

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

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C45 Reserved

C46 52.222-99 Establishing a Minimum Wage for Contractors (Deviation) (JUL 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

C47 52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)

(a) *Definition.* As used in this clause–

“Commercial and Government Entity (CAGE) code” means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with Subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

C48 Exhibits

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

Section B

- 1 Training Program for Air tankers and Scoopers
- 2 Alaska Single Engine Water Scooper Airplane

SECTION C – CONTRACT TERMS AND CONDITIONS

- 3 Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 4 High Visibility Paint Schemes
- 5 First Aid and Survival Kits
- 6 Recognized Airplane Mountain Training Flying Schools

Section C

- 7 Statement of Equivalent Rates for Federal Hires
- 8 Department of Labor Wage Determination Information
- 9 Unavailability Conversion Chart
- 10 Transportation Worksheet
- 11 Safety Management System

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 1

Training Program Requirements for Air-tankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

Company training programs must have at least the following:

- I. Written curriculums for each type aircraft/vehicle and personnel position.
 - A. Pilot training curriculum.
 1. Initial.
 2. Recurrent.
 - B. Fuel/support vehicle operator training curriculum.
 1. Initial.
 2. Recurrent.
- II. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
 - A. Basic indoctrination.
 1. Duties and responsibilities
 2. 14 CFR 91 and 137
 3. Content of operation manual
 4. Content of Government contract
 - B. Airman General
 1. Weather
 2. Mountain flying/low level
 3. Airspace/air traffic control
 4. Navigation – GPS
 5. Communication – VHF FM
 6. Flight following/automated flight following (AFF)
 7. Agency ramp procedures
 8. Flight and duty limitations
 9. Hazardous materials
 10. Crew resource management/single-pilot resource management (CRM/SRM)
 - C. Aircraft Ground
 1. Weight and balance
 2. Flight planning
 3. Performance
 4. Engine and propeller
 5. Major aircraft systems
 6. Operating limitations
 7. Normal and emergency procedures
 8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

Training Program Requirements for Airtankers and Scoopers (continued)

D. Emergency

1. Equipment/personal protective equipment (PPE)
2. First aid/survival
3. Emergency egress, water ditching and survival (when applicable)
4. Review of related accidents

E. Flight

- | | |
|--|---|
| 1. Preflight inspection | 9. Mountain and low level |
| 2. Mixing/loading retardant (when applicable) | 10. Drop procedures |
| 3. Starting | 11. Emergency dump |
| 4. Taxi | 12. Inadvertent instrument meteorological condition (IMC) |
| 5. Before takeoff checks | 13. Emergency procedures |
| 6. Takeoff | 14. Descent |
| 7. Climb | 15. Landing |
| 8. Slow flight and stalls | 16. Postflight |

F. Qualification and checking.

1. Minimum pilot qualifications
2. Knowledge examinations
3. Company flight check

III. Each *initial* and *recurrent* fuel/support vehicle operator training curriculum must have at least the following curriculum segments:

A. Basic indoctrination.

- | | |
|--------------------------------|-----------------------------------|
| 1. Duties and responsibilities | 4. Content of operation manual |
| 2. DOT regulations | 5. Content of Government contract |
| 3. Hazardous materials | |

B. Vehicle operation.

1. Daily inspection
2. Operation of batch mixing equipment
3. Operation of aircraft fueling equipment

C. Emergency.

1. Equipment/PPE
2. First aid
3. Spills
4. Fires

D. Qualification

1. Operator qualifications
2. Knowledge examinations
3. Company practical test

SECTION C – CONTRACT TERMS AND CONDITIONS

Training Program Requirements for Airtankers and Scoopers (continued)

- IV. All training must be documented in a training record kept for each person trained.
- V. Completion standards must be established.
- VI. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.
- VII. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training and checking is not accomplished within 12 calendar months, personnel must complete initial or requalification training and checking. Any training and checking completed in the month before or the month after it was due shall be considered completed in the month due.
- VIII. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.
- IX. Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 2

ALASKA SUPPLEMENT SEAT and Single Engine Water Scooping Airplane

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

B6.9 Aircraft Additional Equipment for Operations in Alaska

B6.9.1 Survival kit:

All aircraft operating in Alaska will carry survival equipment. Survival kits for Alaska operations will contain at least the following items and additional items required by local regulation as is appropriate for local climate and terrain conditions.

The minimum additional equipment to be carried during the summer months:

| Item |
|--|
| Ax or hatchet (1) and knife (1) |
| Candles (5) |
| Mosquito repellent containing minimum 40% DEET |
| Mosquito headnet for each occupant (1) |
| Food - each occupant (sufficient quantity to sustain life for one (1) week) |
| An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc. |
| Personal Locator Beacon (PLB) (Note: required only if aircraft ELT requires tools to be removed) |

In addition to the above, the following shall be carried as minimum equipment from October 15 to April 1 of each year:

| Item |
|--|
| Pair of snowshoes (1) |
| Wool blanket or equivalent for each occupant over 4 years of age (1) |
| Sleeping bag per two occupants (1) |

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 3

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

| Item | Unacceptable Conditions |
|------------------------------------|---|
| Webbing | <ol style="list-style-type: none"> 1. Frayed: 5 percent or more 2. Torn 3. Crushed 4. Swelling: twice the thickness of original web or if difficult to operate through hardware 5. Creased: no structural damage allowed 6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness |
| Hardware | <ol style="list-style-type: none"> 1. Inoperable buckle or other hardware 2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged 3. Fabricated bushings or tie wraps used as bushings 4. Rust/corrosion: only minor surface rust/corrosion allowed 5. Wear: wear beyond normal use |
| Stitches | <ol style="list-style-type: none"> 1. Broken or missing 2. Severe fading or discoloring 3. Inconsistent pattern |
| TSO Tags (see 14 CFR 21.607) | <ol style="list-style-type: none"> 1. Missing 2. Illegible |
| Age | <p>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.</p> |

SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 4

High Visibility Paint Schemes for SEAT Aircraft

White: True White or Matterhorn White
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)
Sherwin Williams SW-U00150
Omega "Mega Max" 9036 Gloss White
Rust-oleum 7792 – Gloss White
Air Tractor "Snow White" G8044 US Paint

Red: Orange/Red
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div)
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)
Omega "Mega Max" 2030 (Bright Poppy)
NAPA (Martin Senour Prism Paint) RED #65-51026

Black: Gloss Black
PPG CA 8000 B00701 CAGBCX
Sherwin Williams Gloss Black

Sherwin Williams - (480) 967-5580 (Kathy Kopf)
PPG - (480) 756-6110 (Loral Rodricks)
Omega Mega Max & PPG (800) 783-8913 (Pat Trimm)

White and Red Paint Scheme

OVERALL: The fuselage, wings, and tail surfaces must be painted white.

Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. **

Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

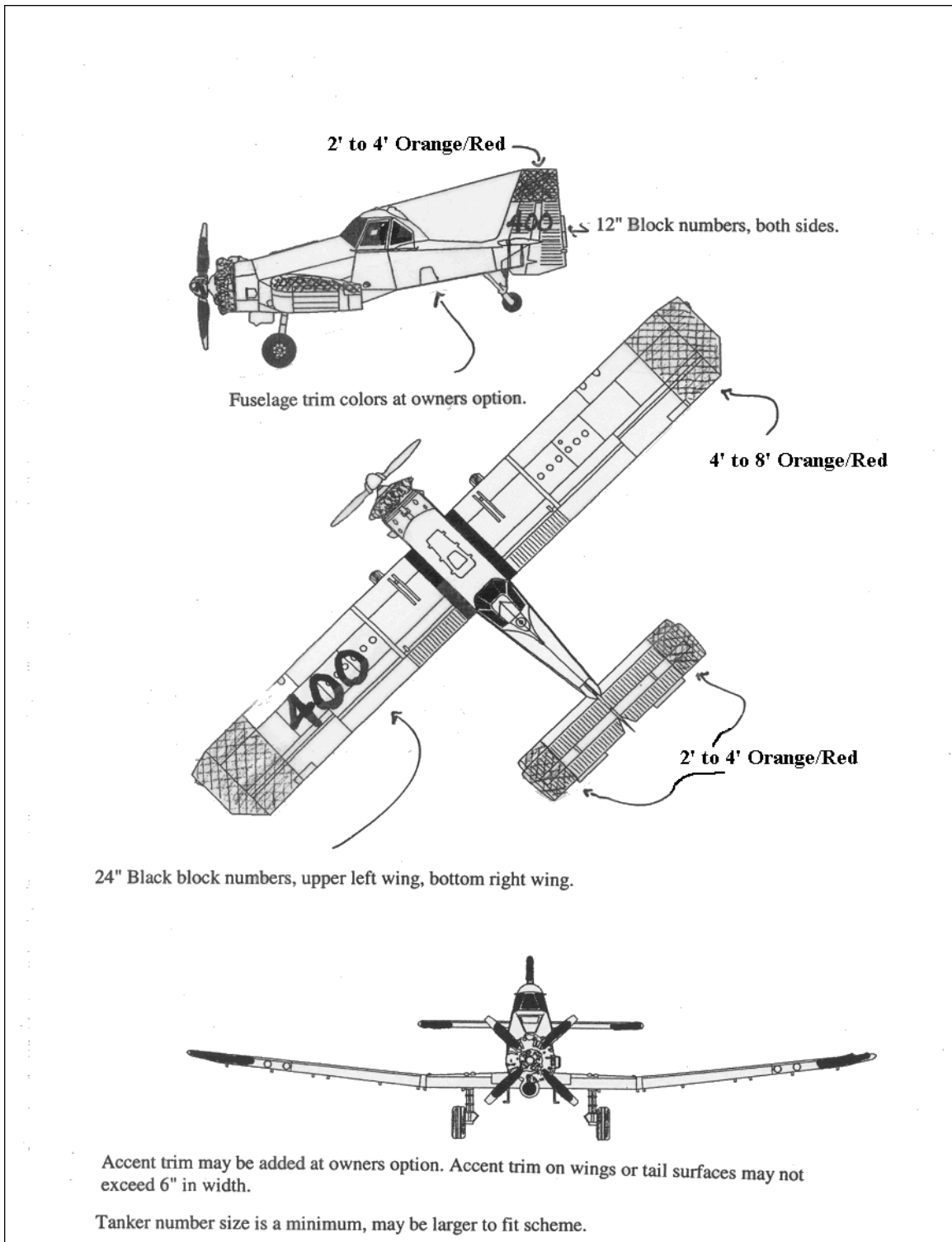
Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

**Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

Note: Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – CONTRACT TERMS AND CONDITIONS



SECTION C – CONTRACT TERMS AND CONDITIONS

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. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

| Minimum First Aid Kit Items | | |
|---|-----------------|----------------------------|
| Each kit must be in a dust-proof and moisture-proof container. | | |
| The kit must be readily accessible to the pilot and passengers. | | |
| | Passenger Seats | Passenger Seats |
| Item 0-9 | | 10-50 |
| Adhesive bandage strips, (3 inches long) | 8 | 16 |
| Antiseptic or alcohol wipes (packets) | 10 | 20 |
| Bandage compresses, 4 inches | 2 | 4 |
| Triangular bandage, 40 inches (sling) | 2 | 4 |
| Roller bandage, 4 inches x 4.5 yards (gauze) | 2 | 4 |
| Adhesive tape, 1 inch x 5 yards (standard roll) | 1 | 2 |
| Bandage scissors | 1 | 1 |
| Body fluids barrier kit: | 1 | 1 |
| | | 2 pair latex gloves |
| | | 1 face shield |
| | | 1 mouth-to-mouth barrier |
| | | 1 protective gown |
| | | 2 antiseptic towelettes |
| | | 1 biohazard disposable bag |
| NOTE: Splints are recommended if space permits. | | |

| Minimum Aircraft Survival Kit Items |
|---|
| Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.) |
| Magnesium fire starter |
| Laser rescue light |
| Signal mirror |
| Signal flares (6 each) |
| Space blankets (one per occupant) |
| Candles |
| Whistle |
| One knife (includes “multi-tools” with knives) |
| Wire saw, axe, hatchet, or machete |
| Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick) |
| Collapsible water container |
| Water purification tablets |
| Water (one quart per occupant required except when operating over areas with adequate drinking water) |
| Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day) |

SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 6

Recognized Airplane Mountain Training Flying Schools

The following two flight schools are recognized by the Government as “approved” mountain flying schools. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.
490 Gallatin Field Rd.
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC
P.O. Box 1175
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations:

1. Mountain flying aircraft preflight.
2. Mountain weather understanding.
3. Flight/route planning.
4. Aircraft performance calculations.
5. Density altitude calculations.
6. High altitude takeoffs and landings.
7. Mountain flying techniques/confined space maneuvers.
8. Mountain flying aircraft performance issues.
9. Landing area selection parameters.
10. Flying in proximity to ridge lines, in canyons, over valleys.
11. High altitude issues and physiology.
12. Mountainous terrain navigation.
13. Minimum of 8 to 10 hours of actual mountain flying (in actual mountains).
14. Minimum of 14 hours of ground instruction.
15. School must meet all Federal Aviation Administration requirements for a pilot proficiency program.
16. School must be either a fixed-base operator (FBO) or in a partnership with a FBO.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 7

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE CONTRACT BY THE SERVICE CONTRACT ACT

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Federal Wage System) were applicable.

- | <u>EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|---|----------------------|
| Aircraft Pilot, GS-2181-11, Step 5 | \$ 27.86 |
| Aircraft Mechanic, WG-8852-10, Level 3 | \$ 25.08 |
| Fuel Servicing Vehicle Driver, WG-5703-7, Level 3 | \$ 20.76 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 8

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This contract includes Department of Labor (DOL) wage determinations as identified below. In order that this contract may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.

DOL WAGE DETERMINATION NO. 1995-0222, REV. 39 DATED 07/08/2015

Area: Nationwide
Applicable Occupation: Aircraft Pilot Minimum Hourly Wage: \$28.36
First Officer (Co-pilot) Minimum Hourly Wage: \$25.82

DOL WAGE DETERMINATION NO. 1995-0221, REV. 35 DATED 12/22/2014

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$13.38
Truckdriver, Medium ** Minimum Hourly Wage: \$17.88
Truckdriver, Heavy *** Minimum Hourly Wage: \$18.70

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$14.22
Truckdriver, Medium ** Minimum Hourly Wage: \$18.33
Truckdriver, Heavy *** Minimum Hourly Wage: \$19.13

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$9.10
Truckdriver, Medium ** Minimum Hourly Wage: \$16.28
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.94

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$10.60
Truckdriver, Medium ** Minimum Hourly Wage: \$16.84
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.94

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 1/2 tons, usually 4 wheels
**Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels
***Straight truck, over 4 tons, usually 10 wheels

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 38

Health & Welfare: \$4.02 per hour or \$160.80 per week or \$696.79 per month

SECTION C – CONTRACT TERMS AND CONDITIONS

Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 35

Health & Welfare: \$4.02 per hour or \$160.80 per week or \$696.79 per month

Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0222 Rev. 38 and WD 1995-0221 Rev. 35

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this contract and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

EXHIBIT 9

UNAVAILABILITY CONVERSION CHART

| HOURS UNAVAILABLE | UNITS OF AVAILABILITY RECORDED AS: | UNITS OF UNAVAILABILITY RECORDED AS: |
|-------------------|------------------------------------|--------------------------------------|
| 0 | 1.00 | 0.00 |
| 1 | .93 | .07 |
| 2 | .86 | .14 |
| 3 | .79 | .21 |
| 4 | .71 | .29 |
| 5 | .64 | .36 |
| 6 | .57 | .43 |
| 7 | .50 | .50 |
| 8 | .43 | .57 |
| 9 | .36 | .64 |
| 10 | .29 | .71 |
| 11 | .21 | .79 |
| 12 | .14 | .86 |
| 13 | .07 | .93 |
| 14 | 0.00 | 1.00 |

EXHIBIT 10

TRANSPORTATION WORKSHEET

| | | | | |
|---|---|--|---|---|
| <p>When assigned to an alternate base away from the Designated Base, the Contractor will be paid for actual <u>necessary and 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</p> | | | | |
| DATE | | ALTERNATE BASE LOCATION | | |
| Relief Exchange – Involved Crew Member(s) | | | | |
| <input type="checkbox"/> Pilot Name | | <input type="checkbox"/> Fuel Servicing Vehicle Driver Name | | <input type="checkbox"/> Mechanic (If required by contract) Name |
| Scheduled Maintenance | | | | |
| <input type="checkbox"/> Mechanic Name | | | <input type="checkbox"/> Other Name | |
| Maintenance Accomplished | | | Reason for providing additional personnel | |
| ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable) | | | | |
| Airline Transportation | Name | | \$ | |
| Airline Transportation | Name | | \$ | |
| Charter Aircraft | Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time | | \$ | |
| Rental Car | | | \$ | |
| Rental Car Fuel | | | \$ | |
| POV | Total Mileage | From | To | \$ |
| Other (explain) | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| 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 | | | | |

EXHIBIT 11

SAFETY MANAGEMENT SYSTEM (SMS) PLAN/SAFETY PROGRAM (C23.3)

The Contractor should structure their submittal by the component/elements shown below. Prepare either a stand-alone document in the format shown below by inserting/including company existing and implemented SMS Plan/safety program data under the applicable component /elements or include the company SMS Plan/safety program in its entirety and include a cover page in the format below and identify where the applicable component elements are located in the program. If the Contractor has no implemented practice under any element, they should so state under the applicable element. This document should include developed and functioning practices that are a part of the company's efforts relative to aviation safety.

| | |
|---|---|
| SAFETY POLICY Every type of management system must define policies, procedures and organizational structures to accomplish its goals. An SMS must have policies and procedures in place that explicitly describe responsibility, authority, accountability, and expectations. Most importantly, safety must be a core value. | |
| 1 | Safety Policy <i>INSERT COMPANY DATA</i> |
| 2 | Management commitment & safety accountability <i>INSERT COMPANY DATA</i> |
| 3 | Key safety personnel <i>INSERT COMPANY DATA</i> |
| 4 | Emergency preparedness & response <i>INSERT COMPANY DATA</i> |
| 5 | SMS documentation & records <i>INSERT COMPANY DATA</i> |
| SAFETY RISK MANAGEMENT A formal system of hazard identification and management is fundamental in controlling an acceptable level of risk. A well-designed risk management system describes operational processes across department and organizational boundaries, identifies key hazards and measures them, methodically assesses risk, and implements controls to mitigate risks. | |
| 6 | Hazard identification and analysis (includes system description and task analysis) <i>INSERT COMPANY DATA</i> |
| 7 | Risk assessment and control (includes safety risk analysis, assessment and control/mitigation) <i>INSERT COMPANY DATA</i> |
| SAFETY ASSURANCE Policies, process measures, assessments and controls are in place. The organization must incorporate regular data collection, analysis, assessment and management review to assure safety goals are being achieved. Solid change management processes must be in place to assure the system is able to adapt. | |
| 8 | Safety performance monitoring and measurement (includes monitoring, internal and external audits, evaluations, investigations, employee reporting & feedback system, analysis of data, system assessment, preventive/corrective action and management review) <i>INSERT COMPANY DATA</i> |
| 9 | Management of change <i>INSERT COMPANY DATA</i> |
| 10 | Continual improvement <i>INSERT COMPANY DATA</i> |
| SAFETY PROMOTION The organization must continually promote, train, and communicate safety as a core value with practices that support a sound safety culture. | |
| 11 | Competencies and training (includes personnel expectations and training) <i>INSERT COMPANY DATA</i> |
| 12 | Communication and awareness <i>INSERT COMPANY DATA</i> |