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AGREEMENT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AFF Automated Flight Following
AMS Aviation Management System
A&P Airframe and Power Plant
AQD Acquisition Services Directorate
ARA Aircraft Rental Agreement
ASM Aviation Safety Manager
ASO Aviation Safety Office
ATC Air Traffic Control
AUR Aircraft Use Report
BPA Blanket Purchase Agreement
CFR Code of Federal Regulations
CO Contracting Officer
COR Contracting Officer's Representative
COTR Contracting Officer's Technical Representative
CFR Code of Federal Regulations
DOI Department of Interior
DOT Department of Transportation
ELT Emergency Locator Transmitter
EPA Environmental Protection Agency
ERG Emergency Response Guidebook
FAA Federal Aviation Administration
FAR Federal Acquisition Regulations
FS Forest Service
FTR Federal Travel Regulations
GVW gross vehicle weight
GPM gallons per minute
GPS global positioning system
IAT interagency aviation training
IBC Interior Business Center
ICAO International Civil Aviation Organization
ICS intercom system
IFR instrument flight rules
IP Institute of Petroleum
IPP Invoice Processing Platform
MMSB Manufacturer's Mandatory Service Bulletins
NFPA National Fire Protection Association
NTSB National Transportation Safety Board
NWCG National Wildfire Coordinating Group
OAS Office of Aviation Services
PA public address system
PA pressure altitude
PFD personal flotation device
PIC pilot-in-command
PPE personal protective equipment
PSD plastic sphere dispenser
PSI pounds per square inch
PTT push to talk
RFQ Request for Quote
RPM revolutions per minute
SFI Safety Foundation Incorporated
TBO time between overhaul
TERO Tribal Employment Rights Ordinances
TSO technical service order
UL Underwriter's Laboratory
USDA United States Department of Agriculture
VFR visual flight rules
VNE velocity never exceed
VOX voice activation

VSWR VOLTAGE STANDING WAVE RATIO

SECTION A - REQUIREMENTS AND PRICES

A1 SCHEDULE OF SUPPLIES/SERVICES

The intent of this Blanket Purchase Agreement (BPA) is to obtain On-Call helicopter flight services for Aerial Capture, Eradication, and Tagging of Animals (ACETA) and Wild Horse and Burro (WH&B) missions for the Department of Interior (DOI), U.S. Forest Service and other Government agencies who have written agreements with the Interior Business Center (IBC). Specific flights may be for low level reconnaissance. The different types of missions are identified as Program Items as shown below. See pages 5 & 6 for Program Item definitions for ACETA and WH&B Programs:

Inventory/Count and Classification definitions are included and may be performed under this BPA; however they are not considered ACETA operations.

Program item definitions for ACETA operations include: Herding, Eradication, Darting/Marking, Trapping and Netgunning.

Program Item definitions for WH&B Programs include: Herding and Trapping

Aircraft Requirement: Light helicopters (more than one make/model aircraft may be offered).

Minimum helicopter characteristics:

Light helicopter(s).

Minimum of 2 passenger seats not including pilot.

Helicopter Performance:

Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished/calculated with 1 pilot @ 200 lb., 2 crewmembers @ 200 lb. per person, survival kit @ 25 lb., and fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b). (Use fuel consumption chart provided in the exhibits.) (Calculations must be performed utilizing the Interagency Load Calculation Form provided in the exhibits.)

For operations up to 4,000 feet density altitude (DA). Hover out-of-ground effect (HOGE) at 4,000 feet DA.

For operations above 4,000 to 7,000 feet (DA). Hover out-of-ground effect (HOGE) at 7,000 feet DA.

For operations above 7,000 to 9,000 feet (DA). Hover out-of-ground effect (HOGE) at 9,000 feet DA.

For operations above 9,000 feet (DA). The aircraft must meet hover out-of-ground effect (HOGE) performance for the highest anticipated DA.

Minimum crew and fuel service vehicle requirement per helicopter (all program items): Pilot-in-Command (PIC), fuel service vehicle, and fuel servicing vehicle driver (relief crew not required)

Additional personnel (required for Program Items 4, 5 and 8 when ordered): Aerial gunner, animal handler(s), and veterinary support.

Offerors must ensure helicopters meet the minimum requirements of this BPA. Helicopters offered under this BPA equipped with non-turbocharged reciprocating engines having less than 300 rated horsepower will be limited to operations below 4,000 feet density altitude.

Offers may include multiple aircraft pricing for different makes and models of aircraft. The Government however reserves the right to accept and make award only for makes and models that are considered most suitable for fulfilling the work to be done. It is at the Government's discretion to determine aircraft make and model suitability and the number of aircraft needed to fulfill the expected program needs. Most wild horse/burro program needs are expected to be satisfied by use of

SECTION A - REQUIREMENTS AND PRICES

a reciprocating engine and/or Soloy turbine type aircraft, which meet or exceed the minimum aircraft requirements shown above.

PROGRAM ITEM	ACETA MISSION	Mission Profile Based Upon Typical Expected Flight Complexity and Associated Risk Level Associated with the Mission. (See Pricing Schedule, Exhibit 18 for Breakdown of full contractor crew only [B] and Government crew[A]).
1	<p>SURVEY/CENSUS/INVENTORY</p> <p>NON-ACETA Requires pilot approval for “Low Level Reconnaissance”</p>	<p>Survey/Census/Inventory flights are not considered ACETA. Flights are conducted at altitudes of 100 feet AGL or higher (if plausible and practical).The purpose of these flights is the assessment of overall numbers of animals in a specific area and are neither gender nor age specific.</p> <p>The operation is conducted with qualified non-crewmember observers(s).</p>
2	<p>CLASSIFICATION</p> <p>NON-ACETA Requires pilot approval for “Classification</p>	<p>Classification (Detailed census operations) : An operation conducted to acquire a detailed animal census. Identification of specific characteristics of the animals may require the maneuvering the helicopter much lower to ground than required for an inventory survey in which animals are simply counted from higher altitudes . May also require maneuvering the helicopter to direct the animals into a position that allows identification of characteristics such as age, sex, or health to be readily identified. Animal Classification is not considered a subset of ACETA.</p> <p>The operation is conducted with qualified non-crewmember(s) (e.g. observers, biologists)</p>
3	<p>HERDING</p> <p>ACETA/WILD HORSE AND BURRO- Requires pilot approval for ACETA/(or ACETA (Herding only)</p>	<p>Herding: Use of a helicopter to haze and subsequently encourage movement of an animal or group of animals along the ground from one location to another.</p> <p>Normally this is conducted with only the pilot onboard.. However when required Government personnel may serve as qualified non crew members.</p>
4A and B	<p>ERADICATION/DARTING/MARKING</p> <p>(Above 50’ AGL)</p> <p>ACETA-Requires pilot approval for “ACETA” or “ACETA - “Eradication/Darting/Marking > 50 ft”</p>	<p>Eradication: Use of a helicopter to euthanize animals by discharging a firearm from the aircraft.</p> <p>Darting: Use of a helicopter to chemically immobilize/sedate or vaccinate animals by discharging a tranquilizer dart from a specialized dart gun/device fired from the aircraft.</p> <p>Marking: Use of a helicopter to mark animals with paint or dye utilizing a specialized paintball gun fired from the aircraft..</p> <p>Best practices for eradication, darting, and/or marking operations dictate using the maximum effective range of the firearm in use to enhance safety of the aircraft and crew by allowing the mission to be conducted at AGL altitudes that maintains substantial clearance from obstacles and reduces the chance of ricochet and obstacle blade strike of the main or tail rotor blades.</p>

SECTION A - REQUIREMENTS AND PRICES

		<p>Normally conducted with a minimal crew consisting of a pilot and gunner . However, the operation require other qualified non-crewmember(s) (e.g. observer, veterinarian, biologist)</p>
<p>5A and B</p>	<p>ERADICATION/DARTING/ MARKING</p> <p>(Below 50' AGL)</p> <p>ACETA-Requires pilot approval for "ACETA" or "ACETA-Eradication/Darting/Marking < 50 ft"</p>	<p>Eradication: Use of a helicopter to euthanize animals by discharging a firearm from the aircraft.</p> <p>Darting: Use of a helicopter to chemically immobilize/sedate or vaccinate animals by discharging a tranquilizer dart from a specialized dart gun/device fired from the aircraft.</p> <p>Marking: Use of a helicopter to mark animals with paint or dye utilizing a specialized paintball gun fired from the aircraft..</p> <p>Low level eradication, darting, and/or marking operations increases the risk to aircraft and crew. However, some operations require that the aircraft be operated at low altitudes in close proximity to the animal. Best practice dictates to maximize the range of all devices and keep the aircraft at the highest AGL altitude possible to mitigate this risk.</p> <p>Normally conducted with a minimal crew consisting of a pilot and gunner. However, the operation require other qualified non-crewmember(s) (eg. observer, veterinarian, biologist)</p>
<p>6 (ACETA)</p> <p>7 (WH&B)</p>	<p>TRAPPING</p> <p>ACETA- Requires pilot approval for "ACETA" or "ACETA (Trapping only)"</p> <p>WILD HORSE AND BURRO (Trapping) qualifies approved pilot to perform Herding. Note: specific pilot qualifications are required see B10.2.8.5</p>	<p>Trapping: Use of a helicopter to capture animals by herding animals into a pen, net, trap, or set of corrals.</p> <p>Normally requires substantial maneuvering below 50 ft. in close proximity to the animal, ground and other obstacles</p> <p>Normally this is conducted with only the pilot onboard. However when required Government personnel may serve as qualified non crew members.</p>

SECTION A - REQUIREMENTS AND PRICES

<p>8A and B</p>	<p>NETGUNNING (Aerial capture of animals by deploying a net over the animal from a helicopter utilizing a specialized net gun.)</p> <p>ACETA-Requires pilot approval for "ACETA"</p> <p>Qualifies pilot for all ACETA operations.</p>	<p>Net Gunning: Use of a helicopter to capture animals by deploying a capture net over the animal utilizing a specialized hand held net gun fired from the aircraft.</p> <p>Net gunning is a means of capture where a net is deployed from a handheld device (e.g. netgun) in order to capture animals. The net gun has four separate barrels that are pointed in slightly diverging directions to allow for a net to be deployed in a fully open position to capture animals. The successful deployment of nets from an aircraft requires a coordinated effort between the pilot and a trained gunner.</p> <p>Requires substantial maneuvering below 50 ft. in close proximity to the animal, ground and manmade obstacles</p>
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SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Agreement

B1.1 The intent of this BPA is to obtain fully contractor furnished, operated, and maintained on-call helicopter flight services which are capable of supporting the aerial capture, eradication, and tagging of animals (ACETA) program missions to include aerial transportation of animals. Additional specific missions will be in support of the Wild Horse and Burro (WH&B) herding and trapping programs. Although not categorized as actual ACETA missions, Inventory/Census/Survey operations are allowed to be performed under the scope of this BPA. Services will require the transportation of Government personnel and cargo as needed. The contractor must have the capability of administering vaccines or other prescribed biological drugs as well as the taking of biological samples from the wildlife species being captured when providing services under Programs 5B and 8B. These needs will be identified and coordinated on a project basis. Missions may require flight operations to be conducted above 12,500 and/or 14,000 feet PA but less than 18,000 feet PA for periods of time of up to two hour duration. Contractors must ensure compliance with FAA regulatory requirements concerning the use of oxygen. The Government will direct aircraft to support its missions and objectives.

B1.2 The primary user of this BPA will be various DOI bureaus and offices that are tasked with the management of a variety of wildlife species. Use of this BPA may be determined to be appropriate by the DOI IBC Acquisition Services Directorate Contracting Officer (CO) to support other users accomplishing the type of programs identified above. Such use will be as set forth by modification or specific CO authorization to the BPA.

B1.3 The Government and contractor must establish an effective working relationship to successfully complete this BPA. The contractor's employees' cooperation, professionalism, and positive attitude toward accomplishment of the mission and aviation safety are an integral element of this relationship.

B1.4 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this BPA for such cooperative use.

B2 Certification

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

B2.1 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the contractor to operate in the category and class of aircraft and under flight conditions required by this BPA (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

B2.2 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Air Carrier certificate. Offered aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

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

B2.4 The contracted aircraft must have a standard airworthiness certificate. The installation of any equipment required by this BPA must be FAA approved.

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 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 Agreements

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

EQUIPMENT REQUIREMENTS

B5 Conditions of Equipment

B5.1 The contractor-furnished helicopter, fuel servicing vehicle, and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

B5.2 Prior to inspection and acceptance, the contractor must permanently repair or replace all windows and windshields that have been temporarily repaired (stop drilling is considered temporary). All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinders visibility.

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

B5.4 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of lap belt and shoulder harness conditions that are not acceptable (Exhibit 3).

B5.5 Military or other similar low visibility paint schemes are unacceptable. The Contracting Officer's Technical Representative (COTR) may approve high visibility enhancements.

B6 Aircraft Equipment Requirements

he contractor must provide fully compliant helicopter(s) that is equipped as shown below:

B6.1 A complete set of current aeronautical charts covering the area of operations. FAA authorized Electronic Flight Bags (EFB) meet this requirement.

B6.2 One digital hour meter installed in a location visible by the pilot and front seat observer while seated. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

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

Note: Applicable to Items 4A, 4B, 5A, 5B, 8A and 8B: When the gunner is shooting from the front seat, a rotary type buckle, similar the Pacific Scientific "Saf-T-Matic" is required on helicopters not equipped with an approved shooting window or door.

SECTION B – TECHNICAL SPECIFICATIONS

B6.6 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

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

B6.8 Dual controls for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government and for operations conducted under training option per B10.3 and B20.12.

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

B6.10 A strobe light (with either a white, or half-white/half-red lens) or a flashing LED (red or white), mounted on top of the aircraft or otherwise visible from above, with an independent activating switch. A red strobe or rotating beacon does not satisfy this requirement.

B6.11 High visibility, pulsating, forward-facing, conspicuity lighting.

B6.12 High visibility markings on main rotor blades as specified in the Acceptable Paint Schemes Exhibit 4.

B6.13 High skid-type landing gear, if manufactured for make and model.

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door. **For Program Item 8**, the aircraft must have an approved step in the gunner's position that will aid the gunner in supporting a proper shooting position.

B6.15 Locking cap(s) (if manufactured for the make and model of aircraft offered) on all fuel inlet ports..

B6.16 Cabin heater and window defogger.

B6.17 Wire strike protection system (mechanical). (Note: If manufactured for make and model of helicopter.)

B6.18 Cabin doors which may be removed or opened in flight.

B6.19 Snow/tundra pads (Note: To be installed when requested by the Government.)

B6.20 Cargo compartment, internal or external as specified below:

If internal:

B6.20.1 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin.

If external:

B6.20.2 Cargo rack. A side-mounted external rack attached to the aircraft. The racks must have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack is secured with tie down net, straps, or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.

OR

B6.20.3 Cargo pod. An externally side-mounted pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and Dart Heli-Utility-Pod™.

OR

SECTION B – TECHNICAL SPECIFICATIONS

B6.20.4 Cargo basket. An externally side-mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tie down net, straps, or bungees to secure cargo. Examples: Dart Heli-Utility-Basket™ and Aeronautical Accessories utility cargo basket.

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

Note: External cargo racks, baskets, or pods may be removed when conducting operations for which they are not required; however, rack(s), basket(s), or pod(s) must be installed and/or removed when specifically requested by the Government.

B6.21 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

B6.22 An accessory power source consisting of an MS 3112E-12-3S three-pin connector, accessible in the cabin. Pin B must be airframe ground; pin A must be +28VDC (for 28-volt aircraft); and pin C must be +14VDC (for 14-volt aircraft). The circuit must be protected by a 5-amp circuit protection.

B6.23 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit 5 must be carried aboard the aircraft on all flights.

B6.24 A survival kit containing items specified in the First Aid and Survival Kits (Exhibit 5) must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

Special Note: Items in the following paragraphs B6.25 through B6.28.7 are required for long line operations per requirements and/or offerings in Section A.

B6.25 A convex mirror for the pilot to observe the sling load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, and bubble window) or for aircraft where direct vertical reference is possible.

B6.26 One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. May be removed for projects that do not require transportation of Class B external loads; however, the cargo hook must be installed and/or removed when specifically requested by the Government. (See the cargo hook maintenance requirements in Section B29.6)

B6.27 Part number MS 3101E-24-11S, nine-pin connector, for use as the power source for a remote cargo hook. Pin D must be airframe ground. Pin E must be switched 28VDC, protected by a manually operable, 50-amp circuit breaker.

B6.27.1 A lanyard to support the connector and mounted within 12 inches of the cargo hook.

B6.27.2 This connector must have multiple circuit capacity sufficient to provide power and control for contractor-furnished equipment. The long line remote must be wired through this connector (FS/OAS Drawing A-16 in Exhibit 7). Wiring diagrams for various equipment configurations are available from the U.S. Department of the Interior, Office of

Aviation Services, 300 E. Mallard Drive, Suite 200, Boise, ID 83706 or USDA Forest Service, 3833 S. Development Avenue, Boise, ID 83705-5354.

B6.28 One remote cargo hook with related cabling and release system, complying with the following specifications:

B6.28.1 Electrically activated remote cargo hook that may be loaded and locked in a single motion with one hand and that is rated at the maximum lifting capacity of the aircraft.

B6.28.2 The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook.

SECTION B – TECHNICAL SPECIFICATIONS

B6.28.3 Counter wound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards and/or synthetic rope meeting the requirements of the Helicopter Synthetic Long line Requirements Exhibit 7.

B6.28.4 The length of the rope must be readily adjustable from 50 to 150 feet in 50-foot increments.

B6.28.5 Electrical cables must be protected from pinching by hooks or shackles and from damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.

B6.28.6 All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13–1B.

B6.28.7 Remote hook operating switch must be mounted on the collective control to avoid confusion with the helicopter cargo hook release.

B6.29 Other auxiliary equipment.

Applicable to Program Items 4B, 5B, and 8B. Based on requirements, appropriate firearm(s) for eradication, paintball gun for marking, tranquilizer (dart) gun, darts and charges for chemical immobilization, net gun, charges, and nets must be provided. Full service contractors must provide appropriately sized nets/hobbles, blindfolds and transport equipment for the wildlife species to be net gunned, in the quantities listed in the equipment exhibit 16. When requested, the contractor must self-certify that nets have not been used in an area known to be exposed to any disease such as Chronic Wasting Disease, etc. The contractor must provide the appropriate animal subduing items such as hobbles, blindfolds, etc. The contractor may be required to transport the animals from remote sites to a staging area and must have the appropriate animal capture support equipment as identified in the Capture Support Minimum Equipment List for Full Service contractor for Darting and Net Gunning Exhibit 15 to transport the animal in an apparatus that supports the animal's body weight, adequately protects the animal's airway, and protects the animal from injury.

Note: All equipment required for ACETA will be inspected by OAS. Net guns must be Bureau of Alcohol, Tobacco and Firearms (BATF) approved or be registered and meet the requirements under the National Firearms Act (26 U.S.C. Chapter 53 and 27 CFR Part 479). Documentation of approval or registration of the net gun must be provided to the OAS inspector. Any net guns that are not approved or registered by the BATF will be considered illegal and reported to the appropriate authorities.

B7 Avionics Requirements

B7.1 General All installed transceivers must be placarded with designations matching the transmitter/receiver controls on the installed audio control system(s)

B7.1.1 The contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: https://www.nifc.gov/NIICD/docs/avionics/FSOAS_A24F.pdf)

B7.2 Avionics Installation and Maintenance Standards

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

B7.3 Communications Systems

B7.3.1 One automatic-fixed Emergency Locator Transmitter (ELT), which must: be certified under TSO-C126 (or newer); be approved for use in helicopters; be installed in accordance with the ELT manufacturer's instructions (including rigid attachment providing less than one-tenth inch movement with 100 lbs. force applied in the weakest direction); be mounted in a conspicuous or marked location, and; meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). The ELT's remote switch/light must be mounted in view of the pilot, and if not powered by its own battery or that of the transmitter, must be powered by un-switched aircraft power. The ELT must include a 121.5MHz homing beacon, and its antenna(s) must be mounted externally to the aircraft, unless installed in a location approved by the aircraft manufacturer. TSO-C126 and newer ELTs require documentation of current registration with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered. ELT's utilizing hook-and-loop (e.g. Velcro) mounting straps will not be acceptable after January 1, 2024.

B7.3.2 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver, with a minimum of 760 channels covering 118.000 to 136.975 MHz. The transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot. Although not required by Federal Aviation Regulations, the aircraft's radio call sign (normally the aircraft registration number) must be displayed on the instrument panel, in view of the flight crew.

B7.3.3 Required for Wild Horse and Burro ONLY: One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz) or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot when seated, have full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.

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. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this BPA 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

B7.3.3.3 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV,

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

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

B7.3.4 Provisions for auxiliary VHF-FM (AUX-FM) portable radio: (Acceptable for ACETA operations ONLY)

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

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

B7.3.4.5 In lieu of the above AUX-FM requirements, the contractor may substitute an additional VHF-FM aeronautical transceiver (FM-1) which meets the requirements for the VHF-FM aeronautical transceiver(s) as detailed above.

B7.3.5 One specific aircraft-dedicated, satellite-based aircraft tracking hardware compatible with the government's Automated Flight Following (AFF) Program (<https://aff.gov>). Not all available satellite based tracking systems are compatible with the Government's AFF Program, nor meets AFF's requirements. The contractor must ensure that the aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF 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 visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot.

B7.3.5.2 AFF communications must be fully operational in all 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 Government through <https://www.aff.gov> providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the government's AFF Program making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government of system changes, scheduled maintenance, and planned service outages

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information can be accessed by selecting the HELP page at: <https://www.aff.gov>

B7.3.5.5 Prior to the aircraft's annual BPA 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. Visit the AFF website at <https://www.aff.gov> to request a username and password.

SECTION B – TECHNICAL SPECIFICATIONS

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

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

B7.4 Navigational Systems

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

B7.5 Audio Systems

B7.5.1 One audio control system must be provided for the pilot and copilot/observer. The system must provide controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for any installed radios and PA systems. The system must also provide controls for adjustment of both ICS and receiver audio output levels.

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

B7.5.1.2 Receiver selection and operation. Controls must be provided for selection of audio from one or any combination of available receivers. Any ICS-equipped passenger positions must monitor the receiver(s) as selected. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk; and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

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

B7.5.2 An ICS must be provided for the pilot, copilot/observer, and all gunner/mugger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for all ICS-equipped positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

SECTION B – TECHNICAL SPECIFICATIONS

B7.5.3.1 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which will accept U-174/U type plugs.

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

B7.6 Other Avionics

B7.6.1 Required for Wild Horse and Burro ONLY: One external public address/siren system (PA) capable of developing 75 watts RMS voice power with less than 10 percent distortion. The speaker must be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system must be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT switches as those employed in radio transmit operation.

B7.6.2 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 fuel-servicing vehicle. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of 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

Kenwood TK-5710, TK-5720

Midland STM-1050B, STM-1055B, STM-1115B

Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic

Relm: KNG-M150

Note: As of December 20, 2018, 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.

B7.6.5 The aircraft must be equipped to meet the Radar Altimeter requirements of 14 CFR 135.160, where applicable, no later than April 24, 2017.

B8 Fuel Servicing Vehicle Equipment Requirements (Required for Lower 48 States Operations Only)

B8.1.1 Fuel servicing vehicles must meet 49 CFR requirements.

B8.1.2 The contractor must provide one fuel servicing vehicle (truck and trailer combination is acceptable) for each line item (aircraft) awarded. The vehicle will be stationed at the designated base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B8.1.2.1 The fuel servicing vehicle must be a four-wheel drive truck capable of transporting fuel over rough mountain roads and being operated at posted highway/freeway speeds.

SECTION B – TECHNICAL SPECIFICATIONS

B8.1.2.2 The vehicle's tank(s) must have a capacity of a minimum of 8 hours of useable fuel for the make and model aircraft operating on the BPA based on the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit 2. The vehicle must be capable of carrying all equipment and accessories (i.e. longlines, remote hook, cargo nets, contractor crew's overnight gear, and other items) necessary to support a lengthy assignment. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B8.1.2.3 The vehicle must be properly maintained, clean, and reliable with a functioning air conditioner for cooling the driver. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.1.2.4 Fuel tanks must be securely fastened to the vehicle frame in accordance with DOT regulations. All tanks must have low point sump/settling area and drains that allow water/particulate contamination accumulation and removal during daily preventative maintenance.

B8.1.2.4.1 All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.

B8.1.2.5 A 10-gallon-per-minute (GPM) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the aircraft being serviced.

B8.1.2.6 Fuel transfer pumps must be designed for dispensing fuel. Gasoline engines powering pumps must have a shielded ignition system, a flame and spark arresting exhaust system, and a metal shield between the engine and pump. The pump seals must be fuel compatible. Terminal connections on electrically-powered pumps must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products by Underwriters Laboratory (UL) or provide documents of another approval.

B8.1.3 The contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention.

B8.1.3.1 A Spill Prevention, Control, and Countermeasure (SPCC) Plan is required for each mobile fueler (fuel servicing vehicle) used on this BPA regardless of bulk storage container (tank) size.

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

B8.2.2 Fuel tanks must be designed to allow removal of contaminants from the sediment settling area. The settling area plumbing must be extended to the vehicle perimeter to allow contaminate removal without crawling under the vehicle. The sump must be drained daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sump draining must be documented on a contractor-developed checklist/form.

B8.2.3 The fuel hose must be compatible with the aviation fuel dispensed. Documentation of compatibility must be available at time of OAS inspection. Energy Institute (EI) 1529 certification meets specifications. Hoses with manufacturer's "Aviation Fuel" markings are acceptable. The hose must be maintained in accordance with *NFPA 407: Standard for Aircraft Fuel Servicing*.

B8.2.4 Fuel nozzle must include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for closed circuit systems, no nozzle hold-open devices are permitted.

SECTION B – TECHNICAL SPECIFICATIONS

B8.2.5 One accurate 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. All fuel transfers to the aircraft must be documented and tracked.

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

B8.2.7 A sufficient 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 must meet the deadman control requirements of *NFPA 407: Standard for Aircraft Fuel Servicing*.

B8.2.9 Rapid/hot refueling operations must not be performed unless requested and approved by the Government. Equipment used for rapid refueling/hot refueling must meet all requirements detailed in *NFPA 407: Standard for Aircraft Fuel Servicing* section 4.2.14.

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 manufacturer's operating, installation, and service manual must be carried in the fuel servicing 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 must be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 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.

B8.3.5 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 manufacturer's recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.6 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

SECTION B – TECHNICAL SPECIFICATIONS

B8.3.7 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 servicing vehicle.

B8.4 Markings.

B8.4.1 The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.4.2 Each vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle.

B8.4.3 Each vehicle must be conspicuously and legibly marked to indicate the nature of the fuel. 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.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

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

B9.2 For a pilot who has not been previously inspected and approved by the DOI Office of Aviation Services 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 Contracting Officer's Technical Representative (COTR) will provide the contractor a form to document this verification. This will be required prior to pilot inspection by DOI Office of Aviation Services.

B10 Pilot Qualifications

B10.1 General. Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion

B10.2 Minimum qualifications. The contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

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

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

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

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

B10.2.5 Proficient operation of all equipment identified in Section B (e.g., GPS, FM Radio, etc.) The agencies may require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.6 **Required for Program Items 4, 5, 6 and 8 and if offered for other Program Items in Section A.** Precise placement of externally carried cargo where requested, regardless of the cable length (as specified in Section B), while operating within the helicopter's capability. It is the contractor's responsibility to verify a pilot's vertical reference external load experience and proficiency. The COTR will provide the contractor a form to document this experience and proficiency. This will be required annually prior to pilot inspection by DOI Office of Aviation Services. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the contractor's 14 CFR Part 133 certification.

SECTION B – TECHNICAL SPECIFICATIONS

B10.2.7 Minimum PIC time accumulated as follows:
(a) 1,500 hours... in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as aircraft having a gross weight of "12,500 pounds or less" and "more than 12,500 pounds"
(d) 100 hours . . . in turbine engine helicopters if turbine engine helicopter offered in Section A.
(e) 200 hours in reciprocating engine helicopters if reciprocating engine helicopter offered in Section A.
(f) 10 hours. . . in the same make, model, and series as the helicopter in the last 12 months.
(g) Last 90 days. . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours. . . in designated mountainous areas in the same make and model as the helicopter. (See the Helicopter Like Makes and Models Exhibit 9.)
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.
(j) 200 hours . . . Pilot-in-command (PIC) in category in low-level operations including 10 hours over typical terrain within the last 12 months.
(k) 10 hours . . . Total longline vertical reference (VTR) flight hours to include a minimum of 2 hours of VTR training within the last 12 months. Note: Required for Program Items 3, 4a, 4b, 5a, 5b, 6, 7, 8a, and 8b.

B10.2.8 Additional qualifications and/or PIC requirements specific for each program item as follows:

B10.2.8.1 Program Item 3 (Herding): 50 hours in classification, aerial animal herding, eradication, darting/marketing, trapping or a combination thereof or 25 hours of ACETA training conducted by approved ACETA training pilot.
B10.2.8.2 Program Item 4 (Eradication/Darting above 50ft AGL): 50 hours in classification, aerial animal herding, eradication, darting/marketing, trapping, net gunning or a combination thereof or 25 hours of ACETA training conducted by approved ACETA training pilot
B10.2.8.3 Program Item 6 (Trapping): 100 hours in aerial animal herding, eradication, or 50 hours darting/marketing, trapping, or net gunning or a combination thereof. or 25 hours of ACETA training in trapping conducted by approved ACETA training pilot
B10.2.8.4 Program Item 5 (Marking/Darting below 50 ft. AGL): 100 hours in aerial animal herding, eradication, or 50 hours marking/darting, trapping, net gunning or a combination thereof. or 25 hours of ACETA training in Marking/Darting (below 50 ft. AGL) conducted by approved ACETA training pilot
B10.2.8.5 Program Item 7 (WH & B Trapping): For wild horse and burro operations conducted under program item 7 pilots must have 300 hours PIC on aerial animal herding, eradication, marking, drive netting, or trapping missions or a combination. 50 of these hours must have been within the previous 2 years. Additionally, 75 of the 300 PIC hours must have been while trapping wild horses/burros.

SECTION B – TECHNICAL SPECIFICATIONS

B10.2.8.6 Program **Item 8** (Net Gunning): 150 hours in aerial wildlife operations conducting marking, eradication, darting, or net gunning.

(a) 50 of these hours PIC must have been in aerial live capture of wildlife utilizing net gunning and/or darting. The above 50-hour PIC requirement may be reduced to 25 hours PIC if the pilot provides evidence of satisfactory completion of a net gun manufacturer's training school.

(b) A minimum of 10 hours PIC in make and model conducting aerial live capture, net gun, or darting.

B10.2.8.7 Program **Items 4, 5, 6 and 8**: Pilots must be qualified for STEP and Classes A and B external load operations.

B10.3 ACETA Pilot Training Option. The contractor may submit a written request to the Contracting Officer justify Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the "Trainee" while sole manipulator of the controls may be used to meet the special pilot PIC experience requirements in B10.2.8.

B10.3.1 The ACETA pilot trainer must have the following minimum qualifications:

B10.3.1.1 Qualified for 3 years as a DOI approved ACETA pilot.

B10.3.1.2 500 hours PIC in ACETA operations

B10.3.1.3 75 hours PIC in the specific ACETA mission for which training is to be conducted.

B10.3.1.4 Hold a current Certified Flight Instructor Certificate with a Rotorcraft-Helicopter rating

B10.3.5 ACETA "Trainee" pilot must meet all the minimum qualifications set forth in B10 with the exception of additional pilot requirements specified in B10.2.8.

B10.4 WHB gathering and capture pilot training option. The contractor may submit a written request to the Contracting Officer justifying the need to exercise the option to train an additional pilot in WHB capture operations. If the Government concurs, the contractor may designate a highly experienced, approved WHB gathering and capture pilot as a "pilot trainer" for the purposes of training a second pilot who does not currently meet the special pilot requirements in B10.2.8. The second pilot will be designated as a "trainee" pilot. This option allows for training of the second pilot in capture techniques for which the pilot trainer is approved. The designated pilot trainer and trainee pilot must be specifically approved as such by the Contracting Officer's Technical Representative prior to conducting any training operation. The pilot trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the trainee while sole manipulator of the controls may be used to meet the special pilot PIC experience requirements in B10.2.8.

B10.4.1 The WHB gathering and capture pilot trainer must have the following minimum qualifications:

B10.4.2 Qualified for 3 years as a DOI-approved WHB gathering and capture pilot.

B10.4.3 500 hours PIC in WHB gathering and capture operations.

B10.4.4 Reserved.

B10.4.5 Hold a current Certified Flight Instructor certificate with a rotorcraft-helicopter rating.

B10.4.6 The WHB gathering and capture trainee pilot must meet all the minimum qualifications set forth in B10 with the exception of additional pilot requirements specified in B10.2.8.

B11 Personnel Duty Limitations

SECTION B – TECHNICAL SPECIFICATIONS

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

B12 Flight Crewmembers' Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.2 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.3 All crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods must be 2 calendar days off duty.

B12.4 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.5 Flight limitations.

B12.6 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting or duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.7 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. "Flight time" includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

B12.8 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

B12.9 Flight crewmembers must be limited to the following restrictions which fall within their duty hour limitations:

B12.10 A maximum of 8 hours flight time during any assigned duty period.

B12.11 A maximum of 42 hours of flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, he/she must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

B12.12 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 the number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

B13 Mechanic Requirement

B13.1 A mechanic must maintain the aircraft in accordance with the contractor's FAA-approved maintenance program. The mechanic does not need to remain at the designated/alternate base, but must be available when aircraft maintenance is required.

B14 Mechanic Qualifications

The mechanic provided to support this BPA must possess the required certificates and minimum qualifications shown below:

B14.1 The mechanic must have a valid FAA mechanic certificate with airframe and powerplant (A&P) ratings.

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B14.2 The mechanic must meet one of the following three qualifications:

B14.2.1 The mechanic must have held a valid FAA mechanic certificate, with A&P ratings, for 24 months and been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months.

B14.2.2 The mechanic must have held a valid FAA mechanic certificate, with A&P ratings, for 12 months and show evidence of four years military experience of aircraft maintenance training and qualification as a Technical Inspector, or service equivalent, for Airframe or Powerplant.

B14.2.3 The mechanic must have held a valid FAA mechanic certificate, with A&P ratings, for 12 months and have held a foreign equivalent mechanic certificate for 24 months.

B14.3 The mechanic must have 12 months experience as an A&P mechanic, or foreign equivalent, in maintaining helicopters (3 of those 12 months must have been within the preceding 24 months).

B14.4 The mechanic must show evidence of maintaining a helicopter of the same make and model as the helicopter under “field” conditions for one full season. Three months experience maintaining a helicopter away from the operator’s base of operations, while under minimal supervision, will meet this requirement.

B14.5 The mechanic must have 12 months maintenance experience on the same make and model as the BPA aircraft or satisfactory completion of a manufacturer, or equivalent, maintenance course for the same make and model as the BPA helicopter.

B14.6 The contractor will provide the COTR, or their designated representative, with a completed OAS-41 Aircraft Maintenance Personnel Experience Summary (<https://www.doi.gov/aviation/library/forms#inspforms>) for mechanics provided under paragraph B13. The individual mechanic and a contractor representative (Director of Maintenance or higher) must sign the form to indicate that the data listed has been verified from logbooks, employment records, etc...

B15 Mechanic Duty Limitations

Contractor supplied mechanics deployed to the aircraft’s operating location (on-site) for field maintenance must not exceed the following duty limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this BPA. 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 Government may further restrict duty hours and may remove the mechanic for fatigue or other causes before reaching their daily duty limitations.

B15.5 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B15.6 Relief or substitute mechanics reporting for duty may be required to furnish a record of all duty time during the previous 14 days.

B16 Fuel Service Vehicle Driver Requirement and Qualifications (Required for Lower 48 States Operations Only)

SECTION B – TECHNICAL SPECIFICATIONS

B16.1 For each day the aircraft is required to be available, the contractor must furnish a Fuel Service Vehicle driver who meets all Department of Transportation (DOT) requirements for fuel vehicle drivers.

B17 Fuel Service Vehicle Driver Duty Limitations

B17.1 The contractor must ensure that Fuel Service Vehicle drivers comply with DOT Safety Regulations, 49 CFR Parts 390-399, including duty limitations.

B17.2 The 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 driver must be responsible for keeping the Government apprised of his/her duty limitation status.

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

B18 Gunners, Animal Handlers and Veterinary Services (Applicable to Program Items 4B, 5B and 8B only.)

B18.1 If offered by the contractor and ordered by the Government, the following must be provided: all capture personnel involved in actual flight operations must be trained for STEP landing operations in accordance with the contractor's plan required in B20.5.

B18.2 Contractor-provided gunners. The contractor is responsible for ensuring contractor-provided gunners(s) have been trained and are proficient in aerial gunning, darting, or net gunning operations.

B18.3 Contractor-provided animal handler(s). It is the contractor's responsibility to ensure contractor-provided animal handler(s) are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals.

B18.4 Contractor-provided Veterinary Services. It is the contractor's responsibility to ensure additional contractor-provided veterinary support are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals

OPERATIONS

B19 Pilot Authority and Responsibility

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

B19.1 Must have the authority to represent the contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the BPA and all applicable task orders assigned to this BPA and must be able to provide the BPA and/or 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 BPA terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

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

B19.4 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When

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required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in (See Exhibit 2).

B19.5 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c) provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

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

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

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

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

- a. If offered, remove and/or install emergency litter kit
- b. Remove and/or install helicopter doors
- c. Remove and/or install aircraft seats
- d. Remove and/or install cargo baskets
- e. Install dual controls

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

B20 Flight Operations. Regardless of any status as a public aircraft operation, the contractor must operate in accordance with their approved FAA operations specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the Contracting Officer.

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

B20.2 Passenger/crewmember briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135 and must include items in B20.2.1 as applicable. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing also must describe the location/use of the following:

- a. Emergency locator transmitter.
- b. First aid and survival kits.
- c. Personal protective equipment.

B20.2.1 ACETA briefings. Contractor (and Government, if involved) personnel must perform an ACETA briefing each day that ACETA operations are contemplated. This briefing must include discussion of communications, safety concerns, and a walk through of the planned capture on the ground. The walk-through trial must be a mockup of the planned mission and

SECTION B – TECHNICAL SPECIFICATIONS

must be performed with all personnel who will be involved in the mission. This briefing must also include information about the specific firearm, dart gun/net gun, or other capture device/method being used. If a net gun is utilized, a discussion must include the appropriate safety and operational protocol. If a tranquilizer/dart-gun is to be used, the discussion must include the mission flight profile, drug(s) to be used, signs and symptoms of accidental exposure to that drug and appropriate ANTAGONIST (Reversal) administration protocol, including access to the ANTAGONIST (Reversal). The briefing must also include appropriate handling and containment of all sharps involved in the capture or processing of captured animals. The briefing must address the placement, security and use of the sharps container.

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

B20.3 Dual controls must be removed and/or deactivated prior to BPA performance except when a trainee pilot is flying under the supervision of a trainer pilot in accordance with paragraph B10-3 and B20-12. The pilot must brief passengers to remain clear of the flight controls at all times.

B20.4 Restrictions while carrying weapons. **(Program Items 4, 5, and 8 only.)** The designated gunner may carry aboard the aircraft and operate appropriate weapon(s) for accomplishment of the mission. The weapon must not be loaded or cocked (bolt closed) unless the muzzle is outside of and pointed away from the aircraft.

B20.5 STEP landings. **(Program Items 4, 5 and 8 only.)** Single-skid, toe-in, hover exit/entry procedure (STEP) landings are authorized only during actual animal capture operations. These techniques must not be used as standard protocol during other operations.

B20.5.1 **The contractor must have an established training program relative to STEP landings.** The training program must include a procedure that identifies and tracks those individuals who have been trained; if requested, this information will be made available to the Government. Pilots must receive approval by the Contracting Officer's Technical Representative (COTR) Office of Aviation Services (OAS) prior to performing STEP landings.

B20.5.2 For Government-provided services. Those Government personnel designated to take part in STEP landing operations will train with the contractor's pilot(s) in advance of actual ACETA/WHB operations to ensure common understanding of STEP landing procedures.

B20.6 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.7 Flight plans. Pilots must file and operate on an FAA, Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.8 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.9 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.10 Smoking will not be allowed in the aircraft.

B20.11 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the rotorcraft flight manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

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B20.12 Optional ACETA Pilot Training Operations

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

B20.12.1 The approved “Pilot Trainer” must be onboard for all training flights and will be responsible for safety and training.

B20.12.2 The “Trainee” pilot must remain at the controls during all phases of the flight training and must not to be utilized to assist as an animal handler while the aircraft is configured with dual controls installed.

B20.12.3 No government personnel are allowed on board during the training of the second (trainee) pilot.

B20.12.4 Training of the second pilot must be discontinued when requested by the government due to concerns over animal welfare or when the training is having a substantial negative impact on project completion.

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.

B21.2 Any aircraft used under this BPA must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.3 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner that precludes their inadvertent interference with in-flight operations.

B21.4 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

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

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

- Locking aircraft doors
- Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

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

https://www.doi.gov/sites/doi.gov/files/uploads/interagency_alse_handbook_v2.8.pdf

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B22.2 The Government recognizes that during cold weather ACETA operations, the risks associated with chill, hypothermia, and frost bite, may outweigh that of aircraft fire. Based upon this, the contractor may assess this risk and provide a written letter declaring the contractor's intent to deviate from the above PPE standards during defined ACETA operations.

B22.3 Deviation may only be exercised during open door operations where the ambient temperature is 50 degrees Fahrenheit or less.

B22.4 Other mission personnel (e.g., gunners and handlers) are permitted under this deviation to wear clothing designed for strenuous physical activities in extreme cold and wet weather conditions.

B22.5 Gunner Safety Harnesses. **(Program Items 4, 5, and 8.)** An adjustable full-body harness, including knife must be provided by the contractor that meets the requirements of the American National Standards Institute (ANSI). A safety strap must be attached to the aircraft in a manner that meets the requirement of 29 CFR 1926.502(e) (2).

B22.6 The harness is a secondary fall restraint device and utilized with the seatbelt to assist in proper positioning. It is **not** to be used in lieu of seatbelts and shoulder harness for takeoff and landing. The gunner safety harness **and** seatbelt, with appropriate seatbelt extension if necessary, **must** be used when doors are removed from the helicopter. The seat belt extension will be utilized when the aircraft installed seat belt does not provide enough adjustment to allow the gunner to established correct shooting position. The gunner's safety harness will not be required if the helicopter is equipped with an OAS-approved shooting door. The seatbelt is still mandatory.

B22.7 The DOI/USFS ALSE Guide/Handbook, the Aviation Helmet Standard and the certificates of compliance are available on the OAS website at: <https://www.doi.gov/aviation/safety/helmet>

B23 PPE for Ground Operations

B23.1 While within the safety circle (50 feet) of an operating aircraft, all personnel must wear the following PPE:

B23.2 shirt with long-sleeves overlapping gloves, long trousers with legs overlapping boots, hardhat/flight helmet with chinstrap fastened, hearing, and eye protection.

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

B23.3 During all fueling operations, fuel-servicing personnel must wear a long-sleeved shirt, long trousers, boots, and gloves. The shirt and pants must be made of 100% cotton or other natural fiber, or labeled as non-static.

B24 Transportation of Hazardous Materials

B24.1 Regardless of any FAA Air Carrier Operations Manual declaration of Will or Will Not Carry, the contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP-9198, and the *NWCG Standards for Aviation Transport of Hazardous Materials*.

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

B24.3 The contractor must ensure that each employee who may perform a function subject to this DOT Special Permit has completed the Interagency Aviation Training module A-110, Aviation Transportation of Hazardous Materials, within the previous 3 years. The training can be completed online at <http://www.iat.gov>. The contractor must document this training in the employee's records and make it available to the Government when requested.

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

SECTION B – TECHNICAL SPECIFICATIONS

B25 Fuel and Servicing Requirements

B25.1 General

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

B25.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

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

B25.1.4 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.5 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25.1.2 and the aircraft is serviced with the proper type of fuel. The contractor must retain fuel delivery records throughout the BPA period.

B25.2 Fueling Operations.

B25.2.1 Rapid/Hot refueling operations must not be performed unless requested and approved by the Government and the contractor concurs. The contractor must have rapid refueling procedures incorporated in their operations manual. The specific Rapid Refueling requirements contained in *NFPA 407: Standard for Aircraft Fuel Servicing*, paragraph 4.2.14 must be adhered to. Fuel servicing equipment must have a deadman control device meeting NFPA 407 requirements. Government personnel must not be on board the aircraft during rapid refueling operations.

B25.2.2 The *NFPA 407: Standard for Aircraft Fuel Servicing* handbook must be used as a guide. Copies of *NFPA 407* can be obtained from the National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, MA 02169.

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

B25.2.4 Government personnel will not be involved with refueling of aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

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

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

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General – Maintenance

B26.1 The contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current instructions including airframe, engine, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's).

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B27 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)

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

B27.2 The contractor must provide, at the time of agency inspection, a list of issued FAA AD's and MMSB's identifying all those that are applicable and not-applicable to the aircraft. The list must be in a format similar to the one shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required.

B28 Manuals/Records

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

B28.2 If requested by the Government, the contractor must furnish to the Contracting Officer's Technical Representative (COTR) a copy of the contractor's procedures manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the ordering period.

B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The contractor must ensure that a mechanic who meets the BPA qualification requirements inspects the aircraft in accordance with the procedures outlined in the operator's FAA-approved maintenance program. Aircraft total time-in-service must be recorded.

B29.3 All aircraft maintenance entries must include the title of the current maintenance publication, chapter, page and paragraph that were referenced to perform any installation, overhaul, repair, or component replacement of any engine, power train, rotor system, or flight control system. Adherence to this requirement will begin the date of award and continue through the duration of the BPA.

B29.4 Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Contracting Officer's Representative (COR), which is to be announced (TBA) at the task order level.

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

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

B30 Maintenance Test Flight

B30.1 The contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the BPA. The pilot must enter the result of this test flight in the aircraft records, as outlined in 14 CFR 91.407.

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the contractor operates in accordance with the extension authorization. The extension authorization must be kept with the aircraft.

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

B32 Weight and Balance

B32.1 The aircraft's required weight and balance record must be determined by actual weighing of the aircraft, in configuration. The weight and balance record must be current, within the preceding 24 calendar months. Scale readings must be recorded on the weight and balance report. A copy of the current weight and balance report must be kept with the aircraft. Signature of a rated mechanic verifying accuracy of the record is required.

B32.2 The aircraft must be weighed following any major repair or major alteration or change to the equipment list that significantly affects the center of gravity of the aircraft.

B32.3 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency. The weight and balance record must include the make, model, and calibration date of the scales used to weigh the aircraft.

B32.4 The contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing. Weight and Balance Handbook ([FAA-H-8083-1B](#)) should be used as a guide.

B32.5 Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item.

B32.6 The weight and balance report must be revised, using a weight and balance revision record, each time new equipment is installed or old equipment is removed. Weight and Balance Handbook ([FAA-H-8083-1B](#)) should be used as a guide.

B32.7 The equipment list should identify all the aircraft equipment requirements listed in sections B6 and B7.

B32.8 The aircraft weight and balance report must include a weight and balance record, equipment list, and any revision records. A copy of the current weight and balance report must be kept with the aircraft

B33 Turbine Engine Power Assurance Checks

On the first day of operation and no more than each 10 hours of operation thereafter, the contractor must perform a power assurance check in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from BPA use until the condition is corrected.

C1 AGREEMENT CLAUSES

All contractors must comply with the following FAR, DIAR, and AOD clauses which apply to this acquisition:

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

C2 Clauses Incorporated by Reference

- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (May 2014)
- 52.203-7 Anti-Kickback Procedures (May 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
- 52.204-4 Printed or Copied Double-sided on Postconsumer Fiber Content Paper (May 2011)
- 52.204-13 System for Award Management Maintenance (Oct 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- 52.212-1 Instructions to Offerors – Commercial Items (Oct 2018)
- 52.212-4 Contract Terms and Conditions – Commercial Items (Oct 2018)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-23 Assignment of Claims (May 2014)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.253-1 Computer Generated Forms (Jan 1991)

C3 Clauses Incorporated by Full Text

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

(a) Inspection/Acceptance

The following is added:

Inspection Scheduling and Process. After either BPA award or prior to the start of the next ordering period, the COTR will schedule a date to inspect the contractor's proposed aircraft, equipment and personnel to ensure compliance. The inspection will be conducted at the designated base, contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than five days (excluding weekends and holidays) prior to the established reporting date, unless mutually agreed upon by the COTR and the contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless agreed upon by the COTR. The COTR will 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.

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

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 BPA. 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).

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

The aircraft data card shall be with the aircraft and available for inspection at all times during the ordering period.

The pilot qualification card is kept in the possession of the pilot and available for inspection at all times during the performance of this BPA.

If the COTR determines any aircraft, equipment, personnel, records, and/or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the BPA, 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 paragraph (e) below.

Equipment

The aircraft will be inspected to ensure compliance with all Section A and B 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.

Other equipment will be inspected to ensure compliance.

Personnel

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

The COTR's representative may conduct a pilot flight evaluation to further verify each pilot's ability to perform under this BPA, 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 Interagency Airplane Practical Test Standards and the FAA Airman Certification Standards (ACS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

The aircraft used for the evaluations must be the same make, model, and series awarded for this BPA and equipped with dual controls. Flight evaluations will usually be performed in areas that provide access to terrain similar to that to be flown during the ordering period. Flight evaluations are conducted at the contractor's expense.

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 requirements.

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

Aerial Capture, Eradication and Tagging of Animals

Aerial Supervision Module (ASM)

Air Attack Pilot (ATGS or HLCO).

Animal Classification.

External Load.

Low Level.

Mountainous Terrain.

Reconnaissance.

Single-skid, Toe-in and hover Exit/entry Procedures (STEP).

Snow Operations

For Aerial Capture Eradication and Tagging of Animals (ACETA) activities, the COTR will normally schedule pilot evaluation flight(s) a minimum of three days prior to the start of the project or as agreed upon by the COTR. Flight evaluations will be conducted using live animals. Pilot(s) who have not completed a satisfactory DOI – Aviation Management flight evaluation for an ACETA activity within the preceding three-year period from the date of award of this BPA or as determined by the COTR will be required to do so at the contractor's expense

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.

Inspection of Additional Personnel, Aircraft, or Equipment

After BPA award and inspection of initial helicopter(s), the contractor may, at the option of the Government, request to add additional aircraft(s) or equipment as provided in Section C35.

Prior to requesting an aircraft inspection for new aircraft(s), the contractor must have submitted a written request to the CO to add/remove the aircraft(s) and submit all the required documentation for aircraft evaluation as provided in Section C35 and a modification must have been accomplished.

Contractor must submit a written request to the COTR, include a copy of the BPA, modification, and agree to re-inspection costs, as would be applicable, as provided under Section C35. The re-inspection schedule will be at the discretion of the COTR's office. The COTR's office will provide an estimated total for re-inspection costs upon request.

The addition of pilots requires only a written request to the COTR and an agreement for re-inspection costs, as would be applicable.

Re-inspection costs will be submitted by check directly to OAS.

In the event the Government requests the addition of aircraft and/or pilots, no re-inspection costs will be assessed to the contractor.

List of Special Use Flight Activities:

Aerial Capture, Eradication and Tagging of Animals

Aerial Supervision Module (ASM)

Air Attack Pilot (ATGS or HLCO).

Animal Classification.

External Load.

Low Level.

Mountainous Terrain.

Reconnaissance.

Single-skid, Toe-in and hover Exit/entry Procedures (STEP)

Snow Operations

Substitute Personnel, Aircraft, or Equipment.

The contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent BPA 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. Requests for aircraft substitution must include a completed Aircraft Questionnaire with required documentation for your aircraft (Exhibit E-2).

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

Re-inspection Expenses

The Government may charge the contractor for the cost of any substitute inspections in accordance with the following section (Re-inspection Expenses). Re-inspection expenses may include, but are not limited to, inspector(s)' overtime, hazard pay time, and transportation and subsistence at actual cost in accordance with the Federal Travel Regulation (FTR).

The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at contractor's expense. (**Note:** This flight time is in addition to any necessary pilot evaluation flight(s).)

(k) Taxes

In accordance with 52.212-4(k), the price(s) in the schedule within Section C Exhibit 18 of the BPA 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, local taxes, or duties separately under the BPA. Examples of some but not all taxes and duties that are considered included in the BPA prices are:

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items Products and Commercial Services (~~Jan 2021~~)(Jun 2023)(Dec 2023)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on *Contracting* with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (7) [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 products and commercial services*:

[*Contracting Officer check as appropriate.*]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (6) [Reserved].
- (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) [52.204-28](#), Federal *Acquisition* Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide *Acquisition* Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- (11) (i) [52.204-30](#), Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
- (ii) *Alternate I* (Dec 2023) of [52.204-30](#).
- (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for *Debarment*. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone* Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it *shall* so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (17) [Reserved]
- ___ X (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-6](#).
- ___ (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-7](#).
- ___ X (20) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ X (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) *Alternate I* (Nov 2016) of [52.219-9](#).
- ___ (iii) *Alternate II* (Nov 2016) of [52.219-9](#).
- ___ (iv) *Alternate III* (Jun 2020) of [52.219-9](#).
- ___ (v) *Alternate IV* (Sep 2023) of [52.219-9](#).
- ___ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-13](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- ___ X (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ___ X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ___ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) .
- ___ X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ X (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).
- ___ X (35) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).
- ___ X (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) *Alternate I* (Jul 2014) of [52.222-36](#).
- ___ X (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ X (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([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).
- ___ X (40) [52.222-54](#), Employment Eligibility Verification (*May 2022*) (Executive Order 12989). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR [22.1803](#).)
- ___ (41) (i) [52.223-9](#), Estimate of Percentage of *Recovered Material Content* for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- ___ (ii) *Alternate I* (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- ___ (42) [52.223-11](#), *Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).
- ___ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (44) (i) [52.223-13](#), *Acquisition of EPEAT®-Registered Imaging Equipment* (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) *Alternate I* (Oct 2015) of [52.223-13](#).
- ___ (45) (i) [52.223-14](#), *Acquisition of EPEAT®-Registered Televisions* (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) *Alternate I* (Jun 2014) of [52.223-14](#).

- __ (46) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (May 2020) ([42 U.S.C. 8259b](#)).
- __ (47) (i) [52.223-16](#), *Acquisition of EPEAT®-Registered Personal Computer Products* (Oct 2015) (E.O.s 13423 and 13514).
- __ (ii) *Alternate I* (Jun 2014) of [52.223-16](#).
- _X_ (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- __ (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- __ (50) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- __ (51) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- __ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).
- __ (52) (i) [52.225-1](#), Buy American-*Supplies* (Oct 2022) ([41 U.S.C. chapter 83](#)).
- __ (ii) *Alternate I* (Oct 2022) of [52.225-1](#).
- __ (53) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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* [Reserved].
- __ (iii) *Alternate II* (Dec 2022) of [52.225-3](#).
- __ (iv) *Alternate III* (NOV 2023) of [52.225-3](#).
- __ (v) *Alternate IV* (Oct 2022) of [52.225-3](#).
- __ (54) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- _X_ (55) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (56) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense* Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- _X_ (57) [52.226-4](#), Notice of Disaster or *Emergency* Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or *Emergency* Area (Nov2007) ([42 U.S.C. 5150](#)).
- __ (59) [52.229-12](#), Tax on Certain Foreign *Procurements* (Feb 2021).
- __ (60) [52.232-29](#), Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- __ (61) [52.232-30](#), Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- _X_ (62) [52.232-33](#), Payment by *Electronic Funds Transfer-System for Award Management* (Oct2018) ([31 U.S.C. 3332](#)).
- __ (63) [52.232-34](#), Payment by *Electronic Funds Transfer-Other than System for Award Management* (Jul 2013) ([31 U.S.C. 3332](#)).
- _X_ (64) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C. 3332](#)).
- __ (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (66) [52.242-5](#), Payments to *Small Business Subcontractors* (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- __ (67) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- __ (ii) *Alternate I* (Apr 2003) of [52.247-64](#).
- __ (iii) *Alternate II* (Nov 2021) of [52.247-64](#).
- (c) The Contractor *shall* comply with the FAR clauses in this paragraph (c), applicable to *commercial services*, that the *Contracting Officer* has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:
[*Contracting Officer check as appropriate.*]
- _X_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](#)).
- _X_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- _X_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and *Option* Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).
- __ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- __ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

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

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

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

(iv) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by KasperskyLab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) [52.204-30](#), Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).

(B) *Alternate I* (Dec 2023) of [52.204-30](#).

(viii) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor *must* include [52.219-8](#) in lower tier subcontracts that *offer* subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O. 11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xiv) [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](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
 - (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
 - (xix) [52.222-54](#), Employment Eligibility Verification (*May* 2022) (E.O. 12989).
 - (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xxii)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) *Alternate I* (Jan 2017) of [52.224-3](#).
 - (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act for Fiscal Year 2008*; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxv) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
 - (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor *may* include in its subcontracts for *commercial products* and *commercial services* a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.217-8 Option to Extend Services (Nov1999)

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following: 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 BPA act. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within 30 days.

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION 2019-01).

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

[(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold and the requirements of paragraphs (d)(1)(i) through (iii) of this clause have not been waived by SBA in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
- (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.]

52.219-14 Limitations on Subcontracting (DEVIATION 2019-01).

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

[(b) Definition. As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.]

(b) [(c)] Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

[(1) Contracts that have been set aside or reserved any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).]

[(d) Independent contractors. An independent contractor shall be considered a subcontractor.]

[(e) Agreement.] (c) By submission of an offer and execution of a contract, the Offeror/contractor agrees in performance of the contract in the case of a contract for

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

[(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

[(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

[(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities.

Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or]

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

[(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.]

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause –

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

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

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

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

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

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

1452.201-70 Authorities and Delegations (Sept 2011)

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

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

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

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

(4) Terminate, for any reason, the contractor's right to proceed; 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 BPA, 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 action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this BPA.

(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.

1452.201-70 Authorities and Delegations (Sept 2011) Addenda

Contracting Officer's Technical Representative (COTR) is authorized to take any or all actions necessary to assure compliance with the technical portions of the BPA. The COTR will conduct all requested or required inspections. The COTR for this BPA is:

DOI – Office of Aviation Services (OAS)

POC TBD at order level

300 Mallard Dr.

Boise, ID 83706

Office: (208) 334-9310

Fax: (208) 334-9303

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 BPA 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.

The OAS Safety Manager

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

DOI – Office of Aviation Services (OAS)
POC TBD at order level
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991
Phone: 208-433-5071
Fax: 208-433-5007

BLM, NPS, or other Agency Aviation Safety Advisors

BLM, NPS, or other Agency Aviation Safety Advisor may at any time conduct assurance reviews with company employees performing on the BPA. Reviews will be based on SMS plan as required in BPA.

1452.228-71 Aircraft and General Public Liability Insurance (Mar 1989)

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

- (1) Bodily injury to or death of aircraft passengers of not less than \$75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying \$75,000 by 75 percent of the total number of passenger seats installed in the aircraft;
- (2) Bodily injury to or death of persons (excluding passengers) of not less than \$75,000 for any one person in any one occurrence and \$300,000 for occurrence; and
- (3) Property damage of not less than \$100,000 for each occurrence; or
- (4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in paragraphs (a)(1) through (3) of this clause.

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

GENERAL AGREEMENT TERMS AND CONDITIONS

C4 Aircraft Use Reports (AUR)

C4.1 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 system.\

C4.2 Supporting documentation as required by the BPA 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.

C4.3 Aircraft Use Reports or other forms 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.

C4.4 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.

C5 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).

C5.1 "Payment request" means any request for order 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. The IPP website address is: <https://www.ipp.gov>

C5.2 Under this BPA, 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 BPA. This form must have the appropriate Government Representative signature approving the services.
- Supporting documentation as required by the BPA 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 BPA award date, but no more than 3–5 business days of the BPA 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.

C5.3 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.

C6 Contractor Personnel Security Requirements

C6.1 It has been determined that contractor personnel utilized in the support of this BPA 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.

C6.2 Contractor employees utilized in support of this BPA, will be treated as visitors (uncredentialed contractor) and not be required to receive background investigations and credentialing. However, uncredentialed contractors may be subject to the screening processes utilized at each federally controlled facility where the contractor services are required. As a minimum, contractor employees will be issued a temporary/visitor badge and shall display it at all times during BPA performance when accessing a federally controlled facility. The COR is responsible for ensuring that all contractor employees are issued a temporary/visitor badge.

C7 Contractor Performance Assessment Reporting System (Dec 2015)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on agreements. 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 the BPA 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 the offeror furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access the firm's past performance evaluation(s) for the BPA no later than **30 days after award**. Each person granted access will have the ability to provide comments in the contractor portion of the report and state whether or not the contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

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

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

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

- (ii) Contractor comments should focus on objective facts in the AO's narrative and should provide the views on the causes and ramifications of the assessed performance.
- (iii) All information provided should be reviewed for accuracy prior to submission.
- (iv) If the contractor elects not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
- (v) The contractor's response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
- (vi) If the contractor does not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
- (f) The following guidelines apply concerning the use of the past performance evaluation:
 - (i) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the contractor is unable to view and/or submit the form through CPARS, contact the CO for instructions.
 - (ii) Strictly control access to the evaluation within the organization. Ensure the evaluation is never released to persons or entities outside of the contractor's control.
 - (iii) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, request a meeting in writing to the CO no later than seven days following the receipt of the evaluation. The meeting will be held in person or via telephone or other means during the 60-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for viewing and for Government use supporting source selection actions after it has been finalized.

C8 Pre-work Meeting

A pre-work meeting between the Government and the contractors along with their primary crew members may be held via telephone conference and is usually in conjunction with the start of the agreement. The contractor's primary crew members must attend any pre-work meeting. The meeting may include, but not limited to: (1) review of the BPA 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.

ADMINISTRATIVE MATTERS

C9 Personnel Conduct

C9.1 Replace of Contractor Personnel

C9.2 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.

C9.3 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.

C9.4 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.

C10 Safety and Accident Prevention

C10.1 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 BPA. Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C10.2 The contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C10.3 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Service Difficulty Reports (SDR) and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C10.4 Safety Management System (SMS) Plan: The Contractor must have and maintain a Safety Management System (SMS) Plan for its organization.

C10.4.1 The Contractor must submit within 30 days after contract award an electronic copy of its SMS Plan to the CO and Aviation Safety Manager. The Contractor's SMS Plan should include implemented practices and not a purchased plan that has not been implemented.

C10.4.2 The Contractor shall submit electronic updates and/or revisions of their SMS Plan to the CO and agency ASM throughout the life of this contract within 30 days of the revision/update.

C10.4.3 Contractor employees working under this contract must be familiar with the offeror's SMS Plan and be in compliance with its requirements.

C10.5 An OAS designated SMS evaluator may at any time conduct interviews with the contractor's employees performing on this BPA about their familiarity with the contractor's SMS Plan. The contractor's adherence to their SMS and the standards within Exhibit 10 may be reviewed during an on-site assurance review and documented in CPARS.

C10.6 Additional information on SMS can be found within FAA Advisory Circular 120-92B and the FAA initiatives website. They can be located at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1026670

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

C11 Mishaps

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

C11.1 Mishap Definitions.

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

C11.2 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident, Fatal Injury

Incident, Operator

Reportable Incident

Serious Injury

Substantial Damage

C11.3 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C11.4 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C11.5 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.

C11.6 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.

C11.7 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C11.8 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).

C12 Mishap Reporting.

C12.1 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.

C12.2 The OAS ASM and CO 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.

C12.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C12.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C12.5 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.

C12.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C12.7 Forms Submission.

C12.8 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".

C12.9 The Contractor must submit a SAFECOM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. The SAFECOM submission instructions are available at: <https://www.safecom.gov/>.

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

C13 Pilot Suspension.

C13.1 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C13.2 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C13.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C13.4 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.

C14 Preservation Requirements.

C14.1 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.

C14.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C14.3 Mishap Investigations

C14.4 The contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to contractor or Government personnel arising during this BPA.

C14.5 Following a mishap, the contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C14.6 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.

C15 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.

C16 Economic Price Adjustment - Fuel

C16.1 During the ordering period, 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. The CO has the discretion to adjust the fuel prices if the market reflects a substantial change either higher or lower than the base price.

C16.2 The contractor warrants that the prices offered for this BPA do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C15.3 Base Price.

The base price is the commercial price obtained by the Government for the specific fuel type at the specified Fuel Source Location identified in Section C, Requirements and Prices. The Fuel Source Location is normally at or near the designated base specified in the solicitation. The base price may also be an average price of more than one fuel source location if the solicitation is for on-call flight services or more than one designated base.

C16.4 Flight Rate Adjustment.

C16.4.1 Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit 2. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C16.4.2 The hourly flight rate will be adjusted upward by the CO in a unilateral BPA 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 C.

C16.4.3 The hourly flight rate will be adjusted downward by the CO in a unilateral BPA modification, whenever the CO confirms that the Base Price is more than 10 percent lower than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section C.

C16.4.4 Fuel price adjustments are subject to review by the CO at any time during the ordering period. The revised Base Price will remain in effect for the duration of the BPA, including option years.

C16.4.5 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.

C17 Agreement Period

The BPA is a five-year ordering period as follows:

Year 1: May 1, 2020 through April 30, 2021

Year 2: May 1, 2021 through April 30, 2022

Year 3: May 1, 2022 through April 30, 2023

Year 4: May 1, 2023 through April 30, 2024

Year 5: May 1, 2024 through April 30, 2025

AVAILABILITY REQUIREMENTS

C18 Orders for Service

C18.1 The Government contemplates award of multiple BPA's. Each agreement issued will have firm fixed unit pricing. The agreement period for each contractor under this BPA period shall be for five years from the date of award shown on the Standard Form 1449, Solicitation/Contract Order for Commercial Items (SF 1449), or until superseded by a new agreement or canceled by either party in writing. All orders are subject to the terms and conditions of this BPA and FAR 16.702 and FAR 13.303. In the event of conflict between an order and the agreement, the agreement shall control. Orders for service will be placed by the Government as needs become known. All orders shall be placed by a Contracting Officer (CO) from the Acquisitions Services Directorate (AQD) Office, Boise, ID. If the contractor accepts an order issued by the CO, the contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If none of the contractors awarded a BPA are available or capable of performing a specific project or if found to be cost prohibitive, the CO reserves the right to utilize other sources to accomplish the project. If a contractor fails to have equipment and/or personnel available and approved prior to the ordering period, as specified for use, may result in termination of this BPA.

C18.2 The Government does not guarantee the placement of any orders for service under this BPA and the contractor is not obligated to accept any orders. Orders for service under this BPA will be placed with the contractor offering the best value to the Government for aircraft services conforming to the Government's individual project requirements. Agreement holders will be given fair opportunity to be considered for orders. The Government will make its selection for a project based upon familiarity with the work to be done, location of contractor, past performance, aircraft capability and price. Price is a mandatory consideration when placing orders for service. Total cost to the Government, to include mobilization and demobilization costs from the contractor's Base of Operations and/or point of hire location, as well as any other probable cost to the Government, will be substantial factors used in determining contractor selection. An order may be made orally or by email by the Contracting Officer and shall be followed up in writing with a BPA order.

C18.3 Pricing offered under Section C Exhibit 18 will remain in effect for the duration of this BPA. No changes will be made or accepted from the contractor unless specifically authorized by another provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, per animal pricing, etc.). The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO.

C18.4 Contractor-provided gunners. The contractor is responsible for ensuring contractor-provided gunners(s) have been adequately trained and are proficient in aerial gunning, darting, or net gunning operations.

C18.5 Contractor-provided animal handler(s). It is the contractor's responsibility to ensure contractor-provided animal handler(s) are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals.

C18.6 Contractor-provided Veterinary Services. It is the contractor's responsibility to ensure Additional contractor-provided Veterinary Support are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals. All Veterinarians shall have the proper licensing for the class of drugs they are handling.

C18.7 Capture Operations Questionnaire. Animal capture operations under this BPA may be performed with either contractor or Government personnel performing aerial gunning, net gunning, and darting and/or animal handling operations. To provide clarity of services required, a capture operation questionnaire will be completed, endorsed and dated by the requesting/ordering unit lead, describing details (statement of work) of capture operations activity (see Exhibit 15). This questionnaire will be provided to the contractor(s) at the time of the order request from the CO. contractor is responsible for reviewing the questionnaire and providing all required equipment/services identified on the Questionnaire. Contractor's inability to provide any of the equipment on the list may result in no order being placed.

C18.8 Veterinary supplies may be provided by the Government or contractor. Contractor provided veterinarian supplies will be approved by the PI and CO and reimbursable to the contractor as an additional pay item.

C18.8.1 Pricing not established under Section C Exhibit 18 (i.e. per animal). Based upon request from DOI bureaus, the CO will solicit specific pricing for a project to be paid on a basis other than a flight rate from contractors who are awarded the applicable item. No work shall be done until a modification has been issued from the CO.

C18.9 Cancellation. Individual project orders placed under this BPA are subject to cancellation by either party at no cost upon 72-hour advance notice prior to the project, unless a longer period is agreed upon in writing with the CO. Projects cancelled by the Government under 72-hours from project start date are subject to payment to the contractor for three hours of Guarantee Flight Time at the Program Item Rate for the project originally scheduled.

C18.10 Projects that are cancelled before completion due to excessive animal mortalities will result in payment for actual services provided and no minimum guarantee will be paid. If a mortality rate will apply to a project, the CO will notify the contractor at the time of contractor selection for the project.

C18.11 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. 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.

C18.12 Orders under each agreement shall not exceed the limitations of FAR 13.303-5.

C19 Cancellations

C19.1 The Government reserves the right to unilaterally cancel any order placed under this BPA by providing the contractor with a minimum of 24 hours' notice prior to the commencement of work. The cancellation may be verbal but must be confirmed in writing immediately with the contractor. Cancellations shall include the Order Number issued to the contractor. Cancellations received by the contractor not later than 24 hours prior to the contractor's established reporting date and hour shall be at no cost to the Government.

C19.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C19.2.1 Prior to contractor departure to work location: the amount equal to one hour of flight time at the specified aircraft BPA rate. (No availability, guarantee, subsistence or other miscellaneous items)

C19.2.2 After contractor's departure to work location: the amount equal to one hour of flight time at the specified aircraft contract flight rate AND actual flight time and fuel servicing vehicle mileage necessary to return aircraft and fuel vehicle

to the contractor's point of hire location. (Outbound and return flight and mileage) (No availability, guarantee, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time and fuel vehicle mileage incurred)

C19.3 The contractor will submit claims for cancellations in the same manner other requests for payments are made.

C19.4 The CO may obtain replacement services elsewhere and charge the contractor for any resulting excess costs for contractor cancellations that occur less than 24 hours prior to the date and hour set for reporting. The contractor may be liable for any additional actual damages to the Government resulting from such failure to perform

C20 Schedule of Operations and Reaction Time

C20.1 The Government (project manager) 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:

C20.2 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.

C20.3 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 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.

C20.4 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.

C21 Maintenance during Availability Period

C21.1 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.

C21.2 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.

C22 Unavailability and Damages

C22.1 The contractor will be considered unavailable when they are not in compliance with all BPA 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.

C22.2 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.

C22.3 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. 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.

C22.4 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.

C22.5 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.

C23 Additional Aircraft

C23.1 After agreements are established and initial inspection, the contractor may request in writing to the CO to add aircraft(s)/equipment. The aircraft(s) requested to be added must be of equal or greater performance capability as the aircraft originally awarded. It is at the Government's discretion as to whether additional aircraft(s)/equipment will be added to the BPA. Each request will be evaluated by the DOI based on needs and if the price offered is fair and reasonable. The CO will make the final determination to add aircraft(s)/equipment to an agreement through a bilateral modification. The request to remove aircraft can be done anytime during the ordering period.

C23 Add Aircraft

C23.1 Same make, model and series may be offered at the same price as originally awarded and identified in the agreement.

C23.2 Different make, model and series may be offered with the submission of the contractor's bid price(s). Offered prices must be evaluated by the CO to be competitive and determined to be fair and reasonable.

C23.3 The written request to add an aircraft(s) must include a signed copy of the Add/Remove Aircraft/Equipment Request Form (See Exhibit 16, Section C) and a copy of the list required by 14 CFR 135.63 or Operations Specifications Part D. The required documents shall be submitted to the Contracting Officer. The contractor shall be responsible for contacting the COTR for scheduling an inspection.

- Operations Specifications D085
- Weights and Balance
- Load Calculation
- Equipment Listing
- HOGE/HIGE Charts

C23.4 If the contractor returns a leased aircraft or sells an aircraft under this agreement, the contractor is required to notify the Contracting Officer and the COTR within 30 days of the action. To remove an aircraft after award, the contractor must request in writing to the CO by submitting a signed copy of the Add/Remove Aircraft/Equipment Request Form. (See Exhibit 16)

C24 Additional Equipment.

The written request to add Optional accessory and miscellaneous equipment must include a signed copy of the Add/Remove Aircraft/Equipment Request Form (See Exhibit 16).

C25 Remove Aircraft(s)/Equipment

The removal of either aircraft or equipment can be done at any time during the ordering period. The written request shall be done by signing the Add/Remove Aircraft/Equipment Request Form (See Exhibit 16 and submitted to the Contracting Officer).

C26 Onboarding Procedures

C26.1 The Government reserves the right to announce a new competition (Onboarding) for the purpose of adding additional small business to this multiple award BPA. Onboarding procedures may be implemented at any time over the life of the BPA (five years from date of initial award) by reopening the competition and utilizing the same basis of award established in the original solicitation 140D8019R0005.

C26.2 OAS will initiate the need for additional BPA holders by contacting the Contracting Officer (CO). The CO will then assess the need for additional support or whether current BPA holders can satisfy the need. Should additional support be required, the CO will publicize a notice in the Government Point of Entry, issue a solicitation, and complete a source

selection. BPA awarded through these Onboarding Procedures will include the same terms and conditions as those in the basic agreements. Neither the overall period of performance nor the ceiling of the BPA will be revised as a result of implementing the Onboarding Procedures

MEASUREMENT AND PAYMENT

C27 General

C27.1 Pricing offered under this agreement remain in effect for each year's ordering period. No price changes will be made or accepted from the contractor unless specifically authorized by another provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, Economic Price Adjustment-Fuel, etc.) or as otherwise determined by the CO to be in the Government's best interest. BPA's will not be modified after award with any change that may be perceived to give any one contractor a competitive advantage over other contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all contractors.

C27.2 Measurement and payment will be made only when flight services have been ordered, accepted and provided under this BPA.

C28 Agreement Pricing

Unit prices for flight hours, extended standby and equipment options will be in whole dollars. If any of these unit prices are adjusted during the life of the BPA, 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.

C28.1 Payment for services provided will be made as specified herein based upon the payment method (See C11 & C12) identified by the Government at the time of the order.

C29 Daily Availability

C29.1 Availability of service during the established project period is not measured or recorded for payment purposes under this BPA but is paid indirectly under the flight rate. Availability hours may be monitored for the purpose of assuring compliance with crew duty limitations, un-availability reductions to the guarantee, and payment of extended availability if applicable.

C29.2 Whenever service is unavailable, the minimum guarantee as specified below will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that results in the loss three or more hours of availability.

C29.3 Unavailability services will be recorded and considered as unavailable whenever the contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the contractor and Government. Services will continue as unavailable until the failure is corrected and the contractor Solicitation No. 140D8019R0005 Wild Horse & Burro and ACETA has notified the on-site Government project contact that services are once again available.

C30 Flight time

C30.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C30.2 Payment for Flight Time. Payment will be made at the rates set forth in Section C Exhibit 18 for all flights ordered by the CO or CO's designated representative and flown by the contractor.

C30.3 Flight Time Guarantee. The Government will pay the contractor a flight guarantee when documented on the invoice. Payment will be made, by project, for the greater of (a) actual flight time, or (b) a total guarantee determined by multiplying the number of project days (to include mobilization and demobilization) of ordered service by three (3) hours per day.

C30.4 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200

hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C30.5 Guaranteed flight time due shall be billed upon conclusion of the project. A line entry shall show the flight time due, indicating GT as a pay item. Payment will be made at the flight rate specified in Exhibit 18. Flight Time recorded as unavailable will be included in the Guarantee flight time calculation. Flight time that the contractor was unavailable will be subtracted from guarantee flight time.

C30.6 Flights Associated with Inspection. Flight time associated with OAS (agency) inspection(s) shall be at the expense of the contractor and will not be measured for payment.

C30.7 Flights for contractor's Benefit. Payment will not be made for flights for the benefit of the contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of contractor's personnel.

C30.8 Extended Standby. 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 under Section B. The Government will pay for extended standby at the prices set forth in Section C Exhibit 18, and as measured above. Extended standby will be measured and paid only for full hours of service provided. Extended Standby does not apply to Additional Personnel ordered under the Daily Rate.

C31 Mobilization/Demobilization

C31.1 The Government will reimburse the contractor for all mobilization and demobilization costs to and from the contractor's Base of Operations, or point of hire, whichever is less to the Reporting Location.

C31.2 The contractor may ferry the helicopter in lieu of trailering. The ferry flight rate in Section C Exhibit 18 is for flight time to and from the contractor's Base of Operations, or point of hire, whichever is less.

C31.3 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 C Exhibit 18.

C31.4 Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C32 Price Per-Animal Captured by Net Gun/dart gun — Item 5B/ 8B

(Applicable to fully contractor provided services that are paid on a flight rate basis only). The contractor will be paid the rate specified in Section C exhibit 18) for each animal captured by darting or net gun and delivered and/or processed as required for the project. The animal must be alive or accepted by the project contact representative in order to qualify for this rate. This price is in addition to actual flight time payment.

C33 Helicopter Trailering

C33.1 (Applicable to contractors offering helicopter trailering capability). For purposes of determining order placement mobilization/demobilization pricing, the Government will consider helicopter trailering items, when offered, over flight time when the Government's project base is over 300 road miles from the contractor's identified operating base/location. Solicitation No.140D8019R0005 Wild Horse & Burro and ACETA.

C33.2 The lump sum amount specified in Section C Exhibit 18 will be paid each time the contractor must load & unload the helicopter from the trailer. (Typically trailering would be 2 – load & unloads for a project, with each (load & unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at contractor's base and remove at Government project site; this is one load & unload and payment would be made for the lump sum amount AND at end of project, load helicopter and trailer to contractor's operating base and unload; this is the second load & unload and payment would be made for the lump sum amount.)

C33.2.1 Actual trailering mileage will be paid at the trailering mileage rate offered in Section C Exhibit 18. The trailering mileage rate is used only when the helicopter is actually trailered and is in lieu of the fuel vehicle mileage rate established for projects.

C34 Additional Personnel

C34.1 Additional Net or Dart Gunner. If an additional gunner is **ordered** to support a capture project, the contractor will be paid the appropriate daily rate specified in Section C Exhibit 18. Extended Standby does not apply to Additional Net or Dart Gunner Personnel.

C34.2 Additional Animal Handler. If additional animal handler(s) are **ordered** to support a project, the contractor will be paid the daily rate specified in Section C Exhibit 18 for each additional person. If the contractor is providing handlers for the project, it is the contractor's responsibility to assure an adequate number of handler(s) will be provided for the animal species to be captured. The Government reserves the right to identify a reasonable number of handlers that will be needed and subsequently paid for any given capture project. Extended Standby does not apply to Additional Animal Handler Personnel.

C34.3 Veterinary Service. If ordered specifically for a project, the contractor will be paid the daily rate specified in Section C Exhibit 18 for the services of a licensed veterinary. Extended Standby does not apply to Veterinary Personnel. Any drugs, darts and/or capture related chemical expenses will be reimbursed when supplied by the contractor.

C35 Additional Pay Items

C35.1 Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C35.2 Reserved.

C35.3 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C35.4 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates. Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C35.5 No lodging receipts are required to support the subsistence claim.

C35.6 If the contractor does not use Government provided meals and/or lodging, the Government will not pay for contractor costs incurred for travel to alternate meal or lodging locations.

C35.7 Unless the Government makes three meals available to the contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C35.8 Reserved

C35.9 Reserved

C35.10 The Government is not 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.

C35.11 Fuel Servicing Vehicle Mileage. The contractor will be paid the rate per mile stipulated in Section C Exhibit 18 for a fuel servicing vehicle meeting the requirements of this BPA when it is dispatched to provide support to the aircraft away from the contractors Base of Operations.

C35.12 Fuel Supply Expense. The contractor is responsible for the cost of all fuel required for performance. When the contractor is ordered to operate from an alternate base, the Government will direct the contractor to obtain fuel for the helicopter from commercial sources at no additional cost to the Government.

C35.13 Transportation Costs Associated with Operating Away From the Designated Base. When operating from an alternate base, the contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the contractor must advise the COR of the anticipated costs. The contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below:

Relief Crew members. The complement must be the same as required in Section C Exhibit 18.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C35.14 The contractor must complete and submit the Transportation Worksheet Exhibit 14, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the contractor for proper completion.

C35.15 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for one crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C35.16 Examples of acceptable expenses are: airline tickets, car rentals, privately owned vehicle; (see <http://www.gsa.gov/portal/content/100715> for current Federal Travel Regulation rates), Automobile at the government FTR rate (currently 58 cents); contractor aircraft at the government FTR rate (currently \$1.26 per statute mile); Charter airplane showing aircraft make/model, flight time, statute miles, hourly rate and departure and destination locations. Unless authorized in advance by the CO or authorized Government representative, the expense for charter resources must not exceed reasonable costs by common carrier.

C35.17 Miscellaneous contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the BPA payment rates and that are the direct result of ordered services away from the designated base 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, etc. The contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C35.18 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.

C36 Government Miscellaneous Charges

Miscellaneous charges for goods or services furnished by the Government, on behalf of the contractor, will be deducted from amounts due under the BPA.

C37 EXHIBITS

The following Exhibits submitted in the proposal are made part of the BPA.

Exhibit 18, Price Schedule, provides the line items and aircraft the contractor qualifies for.

1. Standard Interagency Load Calculation Form
2. Helicopter Fuel Consumption and Weight Reduction Chart
3. Unacceptable Lap Belt and Shoulder Harness Conditions
4. Acceptable Paint Schemes
5. First Aid Kit and Survival Kit
6. Drawing FS/OAS A-16
7. Helicopter Synthetic Longline Requirements
8. FS/OAS Drawing A-17
9. Helicopter like Makes and Models
10. Safety Management Components
11. Reserved
12. Reserved

13. Unavailable Conversion Chart
14. Transportation Worksheet
15. Capture Support Minimum Equipment List for full Service Darting & Net Gunning (Items 6A & 7A)
16. Add or Remove Aircraft Request
17. Fuel Service Prices
18. Pricing Schedule
19. Wage Determination

EXHIBIT 1
STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700 (10/06)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1 DEPARTURE	PA	OAT	<input type="checkbox"/>
2 DESTINATION	PA	OAT	<input type="checkbox"/>
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT (_____ gallons X _____ lb. per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			

PILOT SIGNATURE	
MGR SIGNATURE	Hazmat Yes ___ No ___

EXHIBIT 1
STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)
Interagency Helicopter Load Calculation Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2
HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		<u>Fuel Consumption</u>	<u>Load Calculation</u>
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3/H125	50	175
	AS-350D	38	130
	AS-355F-1/355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-120	31	NOT ESTABLISHED
	EC-130-B4	53	NOT ESTABLISHED
	EC-135	64	220
	EC-145	80	NOT ESTABLISHED
	EC-155B1	95	NOT ESTABLISHED
	EC-225	183	NOT ESTABLISHED
	BELL	47	17A
47/SOLOY		23	120
204B (UH-1 SERIES)		86	200
204 Super B		90	200
205A-1		88	260
205A-1++		90	260
206B-II		25	100
206B-III		27	130
206L-1		32	150
206L-3 (Incl L-1 20P)		38	180
206L-4		38	180
210		90	260
212		100	390
214B		160	380
214B1		145	380
214ST		133	NOT ESTABLISHED
222A		70	NOT ESTABLISHED
222B		83	NOT ESTABLISHED
222UT		83	NOT ESTABLISHED
407		45	155
412		110	390
412HP		110	390
UH-1B		86	N/A
UH-1B Super		88	N/A
UH-1F		88	N/A
UH-1H (-13 eng.)		88	N/A
UH-1H (-17 eng.)		90	N/A
TH-1L	88	N/A	
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
	HILLER	SL-3/4	21A
UH-12		17A	90
1100B		22	130
UH-12/SOLOY		23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	NOT ESTABLISHED
	S-92	178	NOT ESTABLISHED
ROBINSON	R-44	15A	75
	R-66	24	130

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 more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use6. Use of any devices such as tie-wraps, safety wire, clamps etc., to attach shoulder harness buckles to lap belts buckles.
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

**EXHIBIT 4
ACCEPTABLE PAINT SCHEMES**

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

W	Y	W	Y	W	HUB	W	Y	W	Y	W
1/6	1/6	1/6	1/3	1/6		1/6	1/3	1/6	1/6	1/6

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

**EXHIBIT 5
FIRST AID AND SURVIVAL KITS**

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

Item	Passenger Seats 0-9	Passenger Seats 10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	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
<u>Body fluids barrier kit:</u>	1	1
2 pair latex gloves	1 protective gown	
1 face shield	2 antiseptic towelettes	
1 mouth-to-mouth barrier	1 biohazard disposable bag	

Note: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items

- Fire starter (can be two boxes of matches in waterproof containers, “metal match” etc.)
- Magnesium fire starter
- Signal mirror
- Whistle
- One knife (includes “multi-tools” with knives)
- Wire saw, axe, hatchet, or machete
- Nylon rope or parachute cord (50 feet, minimum 1/8 inch [3mm] thick)
- Collapsible water container (Sealing clear plastic bag(s))
- Water purification tablets
- Water (one quart per occupant required except when operating over areas without adequate drinking water)
- Food (2 days emergency rations per occupant, with a caloric value of 1,000 calories per day)
- At least one of the following will be in the aircraft:
 - Automated flight following system
 - Satellite phone
 - 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
 - Handheld UHF or VHF radio

**EXHIBIT 6
DRAWING FS/OAS A-16
ACCESSORY CONNECTOR PIN ASSIGN**

Helicopter 9 Pin Connectors

#1. Two wire type connectors (remote hook, bucket, helitorch and seeders)

- D** Aircraft ground
- E** +28 VDC (bucket/hook open & torch/seeders on)

#2. Three wire type connectors with Additional Telemetry Unit (ATU) support (remote hook, bucket, helitorch and seeders)

- D** Aircraft ground
- E** +28 VDC (bucket/hook open & torch/seeders on)
- G** ATU bucket ground connection

Connectors on helicopters shall be secured to the airframe by a wire lanyard or other acceptable method. Any method must ensure the connector's electrical wiring shall not carry any physical load when the connector is disconnected.

Mating connectors on buckets, remote hook, etc., must have the threaded locking ring removed.

Power to the Helicopter 9 Pin Connector typically requires a 50 ampere circuit breaker (see contract specifications)

Parts for Helicopter 9 Pin Connectors

Connector on helicopter: In-line type MS3101E24-11S
Bulkhead type MS3102E24-11S
Mating connector (on device) MS3107B24-11P
Dust cap for Helicopter connector (optional) MS25043-24D
Dust cap for Mating connector (optional) MS25042-24D

Auxiliary 3 Pin Power Source Connector (AUX)

Connector used as a general power source for a wide range of equipment. Only two pins shall be operational.

- A** +28 VDC (used on 28 volt aircraft only)
- B** Aircraft ground
- C** +14 VDC (used on 14 volt aircraft only)

Each AUX connector shall have its own dedicated circuit breaker (see contract specifications for required amperage). The amperage of the circuit breaker is typically 10 amperes in fixed wing aircraft and 5 amperes in helicopters.

Parts for AUX Connector

AUX Connector: Bulkhead type MS3112E12-3S
Mating connector (on device) MS3116F-12-3P
Dust cap for AUX connector (optional) MS3181-12C

FS/OAS drawings are available at:
www.nifc.gov/NIICD/documents.html

RevNo	Revision note	Date	Initials	Checked	Designed by	National Intra-agency Fire Center (NIFC)	Avionics (208) 387-5648	
1	Specified connector cap and added AUX-FM & AUX power connectors	02/01/1988	Unknown	Unknown	VRGL	Checked by UNKNOWN	Date 02/02/2017	
A	Consolidated connector listing	02/08/2000	FAS	BC		Approved by UNKNOWN	Filename 120003C	
B	Revised connector information	02/01/2017	FAS	Group			Scale NONE	
C	Consolidated information onto one page	02/02/2017	FAS	Group				
					U.S. FOREST SERVICE		STANDARDIZED CONNECTORS	
					FS/OAS A-16		Revision C	
							Sheet VI	

EXHIBIT 7

HELICOPTER SYNTHETIC LONGLINE REQUIREMENTS

1. Material Type

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

2. Rope Diameter: Minimum rope diameter shall be ½-inch.

3. Working or Rated Load

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

- Type 1: 8,000 lb. to 30,000 lb. or greater
- Type 2: 1,600 lb. to 4,500 lb.
- Type 3: 750 lb. to 1,600 lb.

4. Factor of Safety

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

5. Knots and Splices

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

6. Protective Coatings and Covers

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

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

**EXHIBIT 9
HELICOPTER LIKE MAKES AND MODELS
FOR EXCLUSIVE USE CONTRACTS**

Make	Model
Agusta	109
Bell	47 Series (All Recips)
Bell	47 Series Soloy
Bell	All 206 Series
Bell	407
Bell	204, 205, UH-1, 210, 212 Eagle Single
Bell	212, 412,
Bell	214
Boeing	BV 107, BK 107
Boeing	BV 234, CH 47 Series
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
	SA 315, SA 316, SA 319
Eurocopter	(Alouette/Lama)
Eurocopter	SA 318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS 355 Series (Twin Star)
Eurocopter	SA 341 (Gazelle)
Eurocopter	SA 360
Eurocopter	SA 365 (Dauphin)
Eurocopter	AS 330, 332 (Puma)
Eurocopter	MBB 105 Series
Eurocopter	BK 117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH 1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweizer	330
Kaman	H 43 Series
Kaman	K1200
Sikorsky	S-55, H19 (Recip), S-55T
Sikorsky	S-58, H34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61, Series
Sikorsky	S-64
Sikorsky	S-76, Series
Sikorsky	S-70, UH-60 Series

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency. Similar military aircraft are not acceptable for grouping.

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

EXHIBIT 10
SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS
QUESTIONNAIRE AND ACCIDENT HISTORY

The aviation program views Safety Management Systems (SMS) as a critical element for BPA evaluation. This exhibit seeks to identify effective and safe aviation operations of an offeror that include implemented policies and practices that support the offeror's SMS. These components should be fully integrated into the daily activities of an offeror. A complete response is required (on the exhibit form below) to accurately assess the offeror's level of implementation and effectiveness.

Safety Management System Components

The Department of the Interior uses a SMS approach to aviation operations which includes safety management policy, safety risk management, safety assurance and safety promotion. The offeror must provide sufficient evidence of implementation for each SMS element listed (below). **Include both evidence of implemented policies and records that indicate the SMS is actively functioning. Proposals are evaluated based on the evidence provided and the results that were achieved from the activities that were performed.** Responses shall include the exhibit reference number. Blank forms do not suffice as evidence of policy or records of practice.

Companies of different sizes and complexities may approach the SMS in a variety of ways. No two companies are alike. Each Offeror should address each of the Safety Policies and Objectives below by providing evidence shows how they define and address the key safety objectives.

Example: For reference number 1, "Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS" a submission would include a copy of the offeror's policy appointing a safety manager and defined duties for the administration of the SMS, a letter or record showing the individual appointed.

Example: For reference number 2 "Provide evidence that the offeror clearly defines key duties, authorities and accountabilities" a submission would include offeror policies identifying the key duties, authorities and accountabilities of key offeror positions and copies of letters or records assigning individuals in those duties.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A and AC12.92B can provide the explanations and examples of the requested standards below.

The SMS plan can be submitted electronically on the CD-R only, USBs will not be accepted. Electronic SMS plans need to include both evidence of implemented policies and records that indicate the SMS is actively functioning within the vendor's organization. Proposals are evaluated based on the evidence provided and the results that were achieved from the activities that were performed. Responses shall include the exhibit reference number. Blank forms do not suffice as evidence of policy or records of practice. If the proposed SMS is submitted electronically, the SMS Components Questionnaire and Accident History Exhibit will need to be completed with the hard copy proposal and reference where the information is located on the CD-R electronic SMS.

EXHIBIT 10
SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

Reference r	FAA Component	IS-BAO Element	Safety Policy and Objectives	Proposal Reference
Key Safety Personnel and Commitment				
1	1.3	3.1.3.1	Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS.	
2	1	7.1.1	Provide evidence that the offeror clearly defines key duties, authorities and accountabilities on their SMS functions.	
3	1	3.1.1.1	Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS.	
			Evidence in items 1-3 might consist of duty appointment letters, key safety duty descriptions, organizational structures, and policy that demonstrates that the accountable executive has identified or appointed the structure and key safety personnel and that they are actively involved in the SMS program.	
Offeror Operations Manual				
4	1	6.1.1	Provide evidence that Operations Manual contains a flight operations and aircraft maintenance policy.	
5	1	6.2.1	Provide evidence the Operations Manual contains operational control system and standing operating procedures (SOP).	
6	1	6.1.1	Provide evidence that the Operations Manual is approved by the appointed accountable executive.	
7	1	6.1.1	Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained in it is kept up to date.	
			Evidence in this section will include documented Operations manuals, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives.	
Emergency Response Plan				
8	2	3.1.4.1	Provide evidence that the offeror has established a plan to respond to an accident or emergency.	
9	1.4	4.1.1	Provide evidence that the offeror has provided duties and training for those who have a role in the emergency response plan.	
10	1.4	4.1.1	Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded.	

Reference r	FAA Component	IS-BAO Element	Safety Policy and Objectives	Proposal Reference
			Evidence in this section might consist of documented and implemented plan that the offeror will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan.	
Safety Risk Management				
11	2	3.2.1.1	Hazard identification and Tracking: Provide evidence that the offeror developed and maintains a formal process to identify hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective).	
12	2	3.2.1.1	Provide evidence that the offeror has a voluntary or mandatory hazard/threat reporting program.	
13	2	3.2.1.1	Provide evidence that the offeror has a policy to conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.	
14	2	3.1.2.1	Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the offeror's management when it exceeds a predetermined level.	
			Evidence in this section will demonstrate the developed processes to understand the critical characteristics of the offeror systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls. Process should include: System description and task analysis, Hazard identification, Safety risk analysis, Safety risk assessment, and Safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level.	
Safety Assurance				
15	3.1	3.3.1.1	Provide evidence that the offeror has a policy or process to verify safety performance in reference to the offeror's performance indicators.	
16	3.2	3.3.2	Provide evidence that the offeror maintains a process to identify risks associated with change to the offeror's structure or service.	
17	3.1	3.3.3	Provided evidence that the offeror has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS.	
			Evidence in this section will show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective.	

Reference r	FAA Component	IS-BAO Element	Safety Policy and Objectives	Proposal Reference
Compliance Monitoring				
18	3.1	3.5	Provide evidence that the offeror has established audits or assessments (both internal and external) at determined intervals to ensure that their implemented SMS components, are being followed in daily operations.	
19	3	3.5	Provide evidence that there is a policy and practice to document audits.	
20	13	3.5	Provide evidence of a policy or process to develop an Action Plan (AP) from the audits.	
			Evidence in this section will demonstrate that the organization has a process to perform regularly scheduled audits, both internal and externally conducted, that they are documented, and that audit findings are analyzed and included in a corrective action plan.	
Safety Promotion				
21	4	3.4	Provide evidence that the offeror established and maintains a formal means for safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned.	
22	4	3.4	Provide evidence of lessons-learned developed from an incident and shared with the offeror personnel?	
23			Provide evidence of a Safety Award system in place and in practice.	
			Evidence provided for this section will included a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions. And insure company awareness of the SMS objective to its employees. Items might include lessons learned, impact and safety awards and other programs to provide safety promotion.	
Training Programs				
24	4	8.1	Provide evidence that the offeror has a training program that ensures personnel are trained and competent to perform their assigned duties including ground crews and aircrews.	
25	4	3.4.1	Provide evidence that there is a documented training plan for initial and recurrent SMS training.	
			Evidence in this section will consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities.	
Crew Member Qualifications				
26	17	8.5	Provide evidence that the offeror has a program to establish and maintain records for required certificates, medical category, required training, and proficiency checks.	

Reference r	FAA Component	IS-BAO Element	Safety Policy and Objectives	Proposal Reference
			Evidence in this section will show a process to ensure that crewmembers and other personnel are current on their required certificates, medical exams, and other required training and proficiency checks.	
Maintenance Personnel Qualifications				
27	1	15.1	Provide evidence of a process to ensure that the offeror aircraft maintenance/servicing personal are certificated by the FAA.	
28	1	15.2.3	Provide evidence of a process that ensures maintenance personnel are trained and approved by the offeror to conduct specific maintenance.	
			Evidence in this section will show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, medical exams, and other required training and recurrent training, and that they are trained to conduct specific maintenance.	
Maintenance Control System				
29	1	15.1	Provide evidence that the offeror has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted.	
30	1	15.1	Provide evidence that the offeror operations manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel.	
31				
			Evidence in this section document a process on how the offer will conduct maintenance, manage aircraft records, preventative maintenance, deferred maintenance items or discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs.	
Accident History and Hours				
32	N/A	N/A	Total number of manned and unmanned flight hours (separately) separating fixed-wing and rotary-wing aircraft regardless of make and model flown by the organization up to/during the past five calendar years (commencing from the solicitation date). Include any accidents or incidents as determined by the NTSB that met the “substantial damage” criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, the offer must provide evidence from the NTSB.	

EXHIBIT 11 (RESERVED)

EXHIBIT 12 (RESERVED)

EXHIBIT 13
UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILAB LE	UNITS OF AVAILABILI- TY RECORDED AS:	UNITS OF UNAVAILABILI- TY 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 14
TRANSPORTATION WORKSHEET**

When assigned to an alternate base away from the Designated Base, the contractor will be paid for actual necessary and reasonable 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. **Claims must be supported by itemized invoices.**

See BPA clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information

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 order) 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 15

**CAPTURE SUPPORT MINIMUM EQUIPMENT LIST FOR FULL SERVICE CONTRACTOR
FOR DARTING AND NET GUNNING (ITEMS 6A AND 7A)**

1	Dart gun and appropriate charges
6	Blindfolds * (Deer, Sheep)
4	Blindfolds * (Elk size)
6 pair	Leg restraints/belt-type material at least 1¼” wide and 48” min. in length. Adjustable in 1” increments (Deer/Sheep Size)
4	Transport equipment capable of transporting single animals of the Deer/Sheep size**
1	Sharps container capable of retaining & preventing used needles and or darts from injuring people/ chemical exposure/ biological exposure protection or leaking in AC

* Blindfold must be designed to protect the animal’s eyes and not restrict the animal’s airway. They must be easily applied and removed and must be designed to be secured behind the animal’s ears.

** Transport equipment must transport the animal in an upright manner, which supports the animal’s weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities.**

1(ea.)	Net Gun with appropriate barrels and blanks
12(ea.)	Nets/Small for small animals (7” mesh) such as Deer, Sheep etc.
12(ea.)	Canisters designed for small nets
6 (ea.)	Nets/Large for large animals (9” mesh) such as Elk, Moose etc.
6 (ea.)	Canisters designed for large nets
6(ea.)	Blindfolds * (Deer, Sheep)
4 (ea.)	Blindfolds * (Elk size)
12 (ea.) (6 pair)	Leg restraints/Belt-type material at least 1¼” wide and 48” min. in length. Adjustable in 1” increments (Deer/Sheep Size)
12(ea.) (6 pair)	Leg restraints/Belt-type material at least 1 ½ “ wide 48” min in length adjustable in 1” increments (Elk/Moose Size)
4 (ea.)	Transport equipment capable of transporting single animals of the Deer/Sheep size**
4 (ea.)	Transport equipment capable of transporting single animals of Elk/Moose/Horse size**

Blindfold must be designed to protect the animal’s eyes and not restrict the animal’s airway. They must be easily applied and removed and must be designed to be secured behind the animal’s ears.

** Transport equipment must transport the animal in an upright manner, which supports the animal’s weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities!**

EXHIBIT 16

**ADD/REMOVE AIRCRAFT REQUEST FORM
DOI ON CALL SMALL HELICOPTER AGREEMENTS**

Contractor Name	
Contractor Telephone Number	
Name of Contractor's representative making this request	
Date and Signature of Above	
DOI BPA Number	
Remove--Aircraft Make, Model and Series	
Add -Aircraft make, Model and Series	
FAA N Number	
Reason for addition/deletion	
If adding aircraft, attach a copy of list required by 14 CFR 135.63 or Operations Specifications Part D, Aircraft Listing, as appropriate that shows the aircraft to be added to the BPA Listing.	
If adding aircraft, confirm by checking the box and provide data to support that the aircraft is of equal or greater performance capability (must demonstrate aircraft is of the same make, model and series) as the aircraft originally awarded	
Any other comments or pertinent information	

Submit form and applicable attachments to:
 Janet Milson Email: janet_milson@ibc.doi.gov
 DOI, Boise Acquisition Branch

FOR GOVERNMENT USE		
The above request to	ADD the above identified aircraft is	ACCEPTED NOT ACCEPTED
The above request to	Remove the above identified aircraft is	ACCEPTED
Name and Title	Date	
Janet Milson Contract Specialist		
Signature		

The above aircraft will be added/removed from the BPA listing. If adding an aircraft, this page should accompany the written request to the COTR for inspection after receiving confirmation from the CO that the aircraft will be added.

EXHIBIT 17

FUEL SERVICE PRICES

A2.5 Flight rate should be **bid Wet, with fuel for flight services in the Lower 48 States**. All fuel shall be provided by the contractor

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

Jet fuel prices are applicable for aircraft with turbine engines

			100LL AVIATION GASOLINE	JET FUEL
San Bernardino Airport	909-362-6068	San Bernardino, CA	5.35	4.25
Cutter Flying Service	505-842-4184	Albuquerque, NM	6.04	5.96
Ryan Field Airport	520-883-9800	Tucson, AZ	5.70	4.80
Tac Air	801-356-3535	Provo, UT	5.84	5.44
Western Aircraft	208-338-1800	Boise, ID	5.87	4.68
Edwards Jet Center.	406-252-0805	Billings, MT	5.45	5.10
West Star Aviation	970-243-7500	Grand Junction, CO	5.90	6.75
Aviation Classics	775-972-5540	Reno, NV	5.23	4.80
Pangborn Memorial Airport	509-886-0233	Wenatchee, WA	5.47	4.76
MAG Aviation Fuel	760-617-7599	Apple Valley, CA	4.70	4.39
Mountain West Aviation	775-883-1500	Carson City, NV	5.49	4.65
Johnson County Airport	469-522-2568	Buffalo, WY	3.99	5.00
	Average		\$5.42	\$5.02

**EXHIBIT 19
WAGE DETERMINATION**

Wage Determination: 1995-0221, 47

<https://whd.dol-esa.gov/SF98/getwd.jsp?wdid=93014>[3/18/2019 8:56:02 AM]

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

Wage Determination No.: 1995-0221

Revision No.: 47

Date of Last Revision: 03/15/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.

Alaska: Entire state. American Samoa: Entire state Hawaii: Entire state.

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

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

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

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

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE FOOTNOTE RATE

23000 - Mechanics And Maintenance And Repair Occupations

23021 - Aircraft Mechanic I

Alaska 30 .28

Continental U.S. 31 .15

Hawaii and American Samoa 31 .29

23022 - Aircraft Mechanic II

Alaska 31 .44

Continental U.S. 31 .95

Hawaii and American Samoa 32 .58

23023 - Aircraft Mechanic III

Alaska 33 .16

Continental U.S. 33 .39

Hawaii and American Samoa 34 .19

23040 - Aircraft Mechanic Helper

Alaska 23 .74

Continental U.S.	23 .42
Hawaii and American Samoa	22 .60
23060 - Aircraft Servicer	
Alaska	26 .53
Continental U.S.	26 .72
Hawaii and American Samoa	26 .23
31000 - Transportation/Mobile Equipment Operation Occupations	
31362 - Truckdriver, Medium	
Alaska	23 .78
Hawaii and American Samoa	15 .22
Midwestern Region	19 .33
Northeast Region	19 .85
Southern Region	17 .60
Western Region	18 .20
31363 - Truckdriver, Heavy	
Alaska	25 .13
Hawaii and American Samoa	16 .62
Midwestern Region	20 .22
Northeast Region	20 .68
Southern Region	18 .32
Western Region	19 .40
31364 - Truckdriver, Tractor-Trailer	
Alaska	26 .47
Hawaii and American Samoa	16 .82
Midwestern Region	24 .03
Northeast Region	20 .82
Southern Region	19 .24
Western Region	19 .80

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 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. (See 29 CFR 4.173)

HOLIDAYS: A 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.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 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)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.48 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.18 per hour. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder, and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives, and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by

[https://whd.dol-esa.gov/SF98/getwd.jsp?wdid=93014\[3/18/2019 8:56:02 AM\]](https://whd.dol-esa.gov/SF98/getwd.jsp?wdid=93014[3/18/2019 8:56:02 AM])

the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of

\$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444) Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C) (vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class (es) is to be conformed.

The process for preparing a conformance request is as follows:

When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class (es) of employees performs any contract work.

The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

The contracting officer transmits the Wage and Hour decision to the contractor.

The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is

included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training, and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise, and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program.

Conducts safety inspections, training and drills.

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops, and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 1995-0222

Daniel W. Simms	Division of	Revision No.:	49
Director	Wage Determinations	Date Of Last Revision:	07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Nationwide: Applicable in the continental U.S. Alaska Puerto Rico Hawaii and Virgin Islands.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer aerial seeding aerial spraying transportation of personnel and cargo fire reconnaissance administrative flying fire detection air taxi mail service and other flying services.

OCCUPATION CODE - TITLE	RATE
31010 - Airplane Pilot	29.94
First Officer (Co-Pilot)	27.26
Aerial Photographer	14.96

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727 DC-8 AND THE DC-9.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 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)

HOLIDAYS: A 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.) (See 29 CFR4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years and 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)

HEALTH & WELFARE (Hawaii): \$1.94 per hour up to 40 hours per week or \$77.60 per week or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.54 per hour up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour up to 40 hours per week or \$65.20 per week or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.22 per hour up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO13706.

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening

blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class (es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class (es) is to be conformed. The process for preparing a conformance request is as follows:

When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class (es) of employees performs any contract work.

The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the Wage and Hour Division U.S. Department of Labor for review (See 29 CFR 4.6(b)(2)(ii)).

Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process therequest.

The contracting officer transmits the Wage and Hour decision to the contractor.

The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split combine or subdivide
Aerial Photographer

The aerial photographer must be skilled in reading flight maps capable of assisting the pilot to adhere to flight lines be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passenger's mail or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications."