

SECTION A – REQUIREMENTS AND PRICES

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SECTION A – REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AIRS Aviation Information Reporting Support
A&P Airframe and Power plant
APCO Association of Public-Safety Communications Officials
ASM Aviation Safety Manager
ASO Aviation Safety Office
ASTM American Society for Testing and Material
ATC Air Traffic Control
CFR Code of Federal Regulations
CO Contracting Officer
COR Contracting Officer’s Representative
COTR Contracting Officer’s Technical Representative
CFR Code of Federal Regulations
CTCSS continuous tone coded squelch system
DM degrees/minutes/decimal minutes
DOI Department of Interior
DOT Department of Transportation
ELT emergency locator transmitter
EPA Environmental Protection Agency
ERG Emergency Response Guidebook
FAA Federal Aviation Administration
FAR Federal Acquisition Regulations
FS Forest Service
FTR Federal Travel Regulations
GVW gross vehicle weight
GPM gallons per minute
GPS global positioning system
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
PFD personal flotation device
PIC pilot-in-command
PPE personal protective equipment
PSD plastic sphere dispenser
PSI pounds per square inch
PTT push to talk
RFP Request for Proposals
RPM revolutions per minute
SFI Safety Foundation Incorporated
TBO time between overhaul
TSO technical service order
UL Underwriter’s Laboratory
USDA United States Department of Agriculture

VFR visual flight rules
VNE velocity never exceed
VOX voice activation
VSWR voltage standing wave ratio

SECTION A – REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1 SOLICITATION REQUIREMENT

2017 On Call Air Tactical Services

The intent of the Government in this solicitation is to award multiple, indefinite delivery – indefinite quantity, on-call air attack contracts for the Bureau of Land Management. Flight services to include the transport of personnel and/or cargo in support of air tactical operations, aerial fire reconnaissance and detection. Each aircraft will be fully contractor-operated and maintained. Contractor services include provisions of an airplane, pilot(s), fuel (Lower-48 only), aircraft maintenance support, and all other associated equipment. This contract has a Base Year with four 1-year Option Years.

SPECIAL NOTICE:

The contract price shall include all applicable Federal, State, and local taxes and duties (see page 24, 52.212-4(k) Taxes)

Crew Complement Required: Pilot-in-command (PIC).

Designated Base: Variable

Aircraft Requirements:

- Single-engine or multiengine, airplane equipped in accordance with Section B.
- Must have a Standard Airworthiness Certificate.
- Aircraft make and model for which the original equipment manufacturer continues to provide engineering and logistical support.
- Seating for pilot plus two passengers; passenger seating removable for cargo hauling.

Single Engine Airplane:

- Power loading of not more than 13.5 pounds per horse power

Multiengine Airplane:

- At least 200 horsepower; per engine; any engine developing less than 240 horsepower shall be turbo/super charged.
- A positive single engine rate of climb when equipped for the contract and carrying a pilot weighing 200 pounds, one observer weighing 220 pounds, fuel for 4 hours plus a 30-minute reserve, at 5,000 feet pressure altitude @ ISA plus 30 degrees C.

Note: The above aircraft requirements will be confirmed by your submission of copies of aircraft flight manual excerpts, copies of STCs, performance charts as appropriate, or other substantiating documentation that demonstrates the aircraft offered meets the above requirements when you submit your proposal. If your aircraft is currently carded under a DOI On-Call ATT Contract and there have been no modifications made to the aircraft since the previous inspection then you are not required to submit all of the above listed information (see D4.4.1 for more detailed instructions). You must, however, submit a copy of your current On Call ATT aircraft card and/or your AMD/OAS-68 Inspection Report.

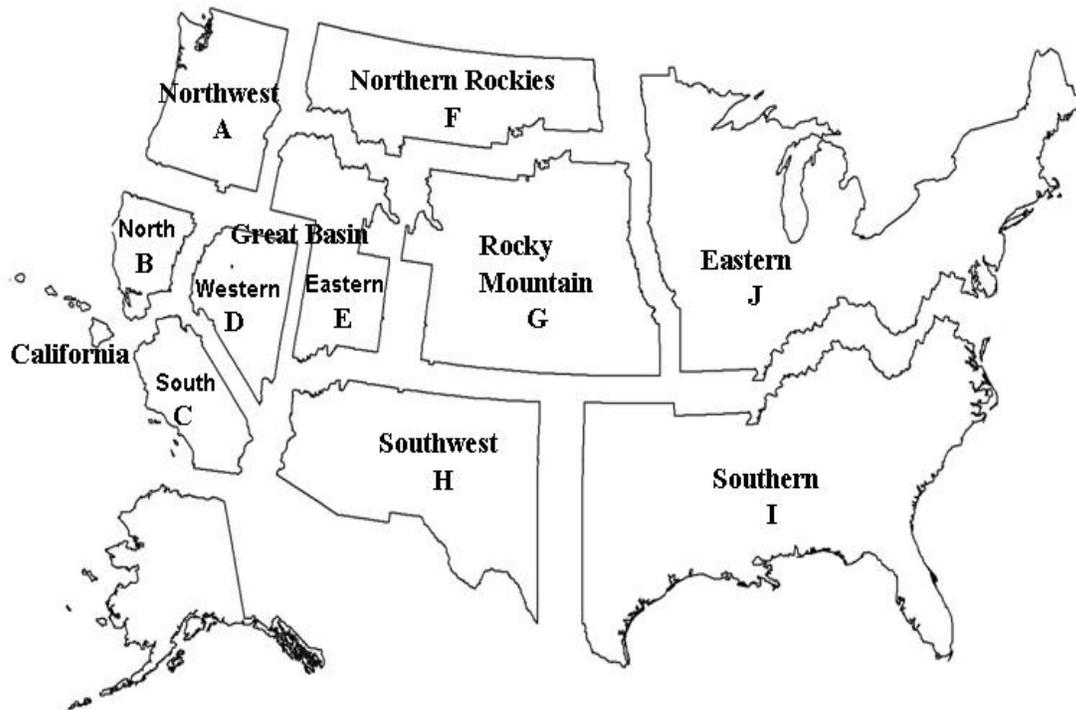
SECTION A – REQUIREMENTS AND PRICES

INSTRUCTIONS FOR COMPLETION OF THE FOLLOWING PRICING SCHEDULES

Complete and submit a pricing schedule sheet for aircraft being offered.

1. Enter the offeror’s name and operating base location on each pricing page being submitted. The name and location should correspond with the name and location entered on the SF1449 and the 14 CFR 135 holder’s name and operating location(s) as established by the certificate holder, NOT the location of any one aircraft. (Remittance address information different than that entered on the SF1449 form should be included on the “Offeror’s Miscellaneous Information” information page included in Section E.)
2. From the map below, insert the alpha designator that corresponds to the OFFEROR’S OPERATING BASE LOCATION. (For purposes of this identification, we are not concerned about a particular aircraft’s location; instead we wish to know where the principle base of operations has been established by the certificate holder submitting an offer.) Conflicts between the offerors principle base location and the alpha designator entered will be resolved by the Contracting Officer (CO) through communications with the offeror. Any corrections will be included in the awarded contract. (Offerors that have more than one principle base of operations, may identify such locations for an item, however, a separate aircraft must be available at each location identified.)

OFFEROR’S LOCATION IDENTIFIER MAP



SECTION A – REQUIREMENTS AND PRICES

3. Enter the applicable make and model of the aircraft being offered along with a daily availability and flight rate for all calendar years; 2018, 2019, 2020, 2021 and 2022. Pricing must be included for all years in order for the offer to be acceptable. Enter individual FAA registration number(s) of each aircraft where identified.
4. The Schedule of Items pricing pages included in this document and that are awarded will be made a part of subsequent individual conformed contract.

SECTION A – REQUIREMENTS AND PRICES

A2 ITEM PRICING – AIR TACTICAL

(Complete a new pricing page for each aircraft that has different pricing)

(Complete shaded areas only)

OFFEROR NAME	
Aircraft Make & Model	
Aircraft Registration Number(s) Include all tail numbers for the above make and model	
Base of Operation (See Instruction #1 page 7)	
Base of Operation Location Identifier from map on page 7	

(Pricing in Whole Dollars Only)

Line Item	Daily Availability (C20)	Pay Item Code	Unit	Unit Price
1A	Base Year – Price per day for availability 01/01/2018 through 12/31/2018			
1B	Option Year 1 – Price per day for availability 01/01/2019 through 12/31/2019			
1C	Option Year 2 – Price per day for availability 01/01/2020 through 12/31/2020			
1D	Option Year 3 – Price per day for availability 01/01/2021 through 12/31/2021			
1E	Option Year 4 – Price per day for availability 01/01/2022 through 12/31/2022			
POSSIBLE 6 MONTH EXTENSION (FAR 52.217-8 OPTION TO EXTEND SERVICES)				
In accordance with FAR 52.217-8 Option to Extend Services the unit prices for daily availability and flight rate shall be the same unit price offered for the previous period of performance, Option Year 4.				
1F	Option to Extend Services – Price per day for availability. 01/01/2023 through 06/30/2023			

Line Item	Flight Rate (C20.4)	Pay Item Code	Unit	Dry Rate (Alaska Based Aircraft Only)	Wet Rate (Lower-48 Based Aircraft)
2A	Base Year – Price per flight hour for flight time 01/01/2018 through 12/31/2018	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$
2B	Option Year 1 – Price per flight hour for flight time 01/01/2019 through 12/31/2019	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$
2C	Option Year 2 – Price per flight hour for flight time 01/01/2020 through 12/31/2020	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$
2D	Option Year 3 – Price per flight hour for flight time 01/01/2021 through 12/31/2021	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$
2E	Option Year 4 – Price per flight hour for flight time 01/01/2022 through 12/31/2022	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$
POSSIBLE 6 MONTH EXTENSION (FAR 52.217-8 OPTION TO EXTEND SERVICES)					
In accordance with FAR 52.217-8 Option to Extend Services the unit prices for daily availability and flight rate shall be the same unit price offered for the previous period of performance, Option Year 4.					
2F	Option to Extend Services – Price per day for availability. 01/01/2023 through 06/30/2023	FD (Dry Rate) FT (Wet Rate)	Hour	\$	\$

SECTION A – REQUIREMENTS AND PRICES

A3 ADDITIONAL PAY ITEMS (Complete shaded area only) – Time & Materials IAW FAR 52.212-4 Alt 1

LINE ITEM	DESCRIPTION	PAY ITEM CODE	UNIT	UNIT PRICE
1A	Fuel Charge (Alaska Only)	FC	Gallons	Actual Cost
1B	Extended Standby – Pilot	EP	Hour	\$ 56.00
1C	Additional Pilot	P03	Day	\$500.00
1D	Subsistence Allowance	PD	Overnight	Per FTR Schedule
1E	Contractor Miscellaneous Costs	SC	Each	Actual Cost

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

Contracting Officer will complete when fuel adjustments are made - C10
Lower 48 States Only

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
100LL Aviation Gasoline		100LL Aviation Gasoline	
Jet Fuel		Jet Fuel	
EFFECTIVE DATE		EFFECTIVE DATE	
SOURCE DOCUMENT		SOURCE DOCUMENT	
Re-established Base Price(s)	100LL:	Jet Fuel:	Effective Date

Fuel prices obtained from <http://www.airnav.com/fuel> as provided under C10

	100LL AVIATION GASOLINE	JET FUEL (Base Price)
San Bernardino International Airport, CA (KSBD)		
Cutter Flying Service, Albuquerque, NM (KABQ)		
Premier Aviation, Tucson, AZ (KTUS)		
Sphere One Aviation, Cedar City, UT (KCDC)		
Western Aircraft, Boise, ID (KBOI)		
Edwards Jet Center, Billings, MT (KBIL)		
West Star Aviation, Grand Junction, CO (KGJT)		
Atlantic Aviation, Reno, NV (KRNO)		
McCormick Air Center, Yakima, WA (KYKM)		
Horse Williams Airport, Chapel Hill, NC (KIGX)		
Ware County Airport, Waycross, GA (KAYS)		
Average		
Date fuel prices obtained		

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully contractor-operated and maintained on call (OC) airplane flight services to transport personnel and/or cargo in support of Government missions in the contiguous 48 States and Alaska. Contractor services include provisions of an airplane, pilot(s), fuel, aircraft maintenance support, and all other associated equipment, as prescribed in this solicitation. Mission activities may include, but are not limited to, air tactical operations, aerial fire reconnaissance and detection. The Government will direct aircraft to support its missions and objectives.

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

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

B1.4 Aircraft may be dispatched to or from Alaska. Because deployment to or from Alaska usually requires transit through Canada, contractor personnel are required to possess current passports if transiting through Canada. For additional Alaska-specific equipment and/or operational requirements, refer to the Alaska Airplane Supplement Exhibit (see Section C).

B1.5 During any task order period, aircraft furnished shall be subject to the exclusive use of the Government.

B2 Certifications

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

B2.1 A Title 14 of the Code of Federal Regulations (CFR) Air Carrier Certificate or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions and locations (i.e. contiguous states and/or Alaska) required by this contract.

B2.2 The 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 The contract aircraft must have a Standard Airworthiness Certificate and have engineering support for continued air

worthiness from the current type certificate holder or supplemental type certificate holder. Installation of any equipment required by this contract must be FAA approved.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI OAS supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts and Task Orders

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

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

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

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished aircraft 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.

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

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant airplane that is equipped as shown below:

B6.1 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit shall be installed in the cabin.

B6.2 A survival kit containing items specified in the First Aid and Survival Kits Exhibit shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

Note: Survival kits for L48 and Alaska are different. It is the contractors' responsibility to ensure correct survival kit is in the aircraft.

B6.3 Fire extinguisher(s), required by 14 CFR, for the purposes of this contract, must be a handheld bottle, minimum 2-B-C rating, one must be mounted and accessible to the flight crew while seated. The fire extinguisher(s) must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers* or the Contractor's operations manual.

B6.4 Federal Aviation Administration-approved seats, seatbelts, and shoulder harnesses for the pilot and copilot/front passenger.

B6.5 Seating for two (2) passengers. Must be FAA-approved seats and configuration. Must be removable to allow for a cargo configuration.

B6.6 Strobe light system. A two-light system (one above and one below the fuselage) or a three-light system (wing tips and tail) with an independent activating switch.

B6.7 High visibility, pulsating, forward-facing, conspicuous light.

B6.8 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tie down in cabin and baggage compartment areas.

B6.9 Cabin heater and window defogger.

B6.10 Dual controls for initial pilot performance evaluation.

B6.11 Aircraft lighting for night operation in accordance with 14 CFR 91.205(c), including instrument lights.

B6.12 Current aeronautical charts covering area of operations.

B6.13 Alaska only. Personal Tents and sleeping bags for the aircraft's crew for use in field camp environments.

B7 Avionics Requirements

B7.1 General

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

B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

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

B7.3 Communications Systems

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B7.3.3 Two P25-compliant VHF-FM transceivers. Each transceiver (FM-1, FM-2), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. Each transceivers' 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 Each 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. Each transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific requirement, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for each transceiver must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, at least one transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

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

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

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

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

B7.3.4.1 An 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 the FS/AMD Drawing A-17 Exhibit.

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 43.13-2A specifications. Locate and arrange the mounting facilities so that a seated observer/copilot has full and unrestricted movement of the radio's controls, without interference from the 18-inch adapter cable, clothing, cockpit structure, or flight controls.

B7.3.4.4 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 one additional VHF-FM aeronautical transceiver (FM-3) which meets the requirements (less guard) for the VHF-FM aeronautical transceivers (FM-1/FM-2), as detailed above.

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

SECTION B – TECHNICAL SPECIFICATIONS

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 is available at: <https://www.aff.gov>. The Fire Applications Support Desk (FASD) can be reached at (866) 224-7677.

B7.3.5.5 Prior to the aircraft's annual contract inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 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/contract_specs 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). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the

degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS navigation database must be current at all times and cover the lower 48 states and Alaska. The GPS installation must be FAA approved (or approval pending). Handheld, portable, and/or marine type equipment is not acceptable.

B7.4.2 Additional Navigational Systems - required for multi-engine and single turbine engine aircraft ONLY. The aircraft must be equipped with the navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

B7.4.2.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.

B7.4.2.2 One glideslope (GS) system, with a minimum of 20 receive channels.

B7.4.2.3 One marker beacon receiver system with three-light indicator.

B7.4.2.4 One Distance Measuring Equipment (DME) system, with a minimum of 100 channels and NAV-1/NAV-2 channeling. Note: If the GPS unit supplied to meet the requirements of B7.4.1 above is certified for IFR Supplemental Navigation under TSO-C129, a separate DME unit is not required.

B7.5 Audio Control System(s).

B7.5.1 Two separate audio control systems (which may be combined in a single unit) must be provided for the pilot and ATGS/copilot, in a location convenient to both. Each system must provide pilot and ATGS/copilot with separate controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. Each system must also provide pilot and ATGS/copilot with separate controls for adjustment of both the intercommunications system (ICS) and the receiver audio output levels.

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

SECTION B – TECHNICAL SPECIFICATIONS

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and ATGS/co-pilot selection of audio from one or any combination of available receivers. Any ICS-equipped aft seat passenger positions not furnished with its own audio system must monitor the receiver(s) as selected by the ATGS/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

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

B7.5.1.4 Aft ATGS Instructor Station. At least one aft cabin position must be equipped to transmit on the radio(s). Whenever a radio microphone input is selected at the ATGS/copilot's audio control panel, the aft ATGS instructor station's radio microphone inputs must automatically be connected to the same radio, and they must then be capable of transmitting on that radio via their respective radio transmit PTT switches. A third, aft cabin-mounted audio control system, providing the same functions as those described in B7.5.1 et. seq. above, is an acceptable substitute for slaving of the Aft ATGS Instructor station to the ATGS/copilot's audio system.

B7.5.2 An ICS must be provided for the pilot, ATGS/copilot, the aft seat ATGS instructor, and one other aft seat passenger 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 voice activation [VOX], must be provided for each position above. 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 CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

B7.5.3.1 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

B7.5.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot, ATGS/copilot, and aft cabin ATGS instructor positions. The pilot's PTT switch must

be mounted on the control yoke. The PTT switches for the ATGS/copilot and ATGS instructor positions must be mounted on the cord to the headset/microphone connector, or otherwise conveniently located for use, however, PTT switches for the ATGS/copilot, other than those mounted on the flight controls must be furnished.

B7.6 Other Required Avionics

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

B7.6.2 The aircraft must be equipped with an FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antenna(s) mounted on the aircraft so as to minimize airframe shadowing and provide 360-degree coverage.

B7.6.2.1 The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

B7.6.2.2 The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does not permit the system to be inoperable for a period exceeding 15 days.

B7.6.2.3 The following systems are known to meet the above requirements:

TCAS: Any TSO'd system which provides a range selection of 2 nautical miles or less.

TAS: Bendix-King KTA 870, Goodrich Skywatch HP

TCAD: Avidyne TAS600/605/615/620 (formerly Ryan International TCAD 9900BX) only when a separate, approved Multi-Function Display (MFD) is used to display threat aircraft data.

B7.6.2.4 Satellite-based Traffic Information Systems (TIS), and Automatic Dependent Survey Type "B" (ADS-B) systems do not meet the above requirements.

SECTION B – TECHNICAL SPECIFICATIONS

B7.6.3 One circuit breaker-protected USB 3.0 charging port for powering/recharging Electronic Flight Bags (EFBs), GPS devices, tablets, etc. The port must be approved under TSO-C71, be equipped with two USB-A connectors, each providing 2.1A power at 5VDC, and mounted in a location convenient to the copilot/observer position.

B7.6.4 Automatic Dependent Surveillance – Broadcast (ADS-B)

B7.6.4.1 Effective no later than January 1, 2020, all aircraft must be equipped to meet the ADS-B OUT requirements of 14 CFR 91.225. ADS-B OUT systems must be approved to either TSO-C154c (978MHz Universal Access Transceiver [UAT]) or TSO-C166b (1090MHz Extended Squitter [1090ES]). Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

B7.6.4.2 ADS-B IN systems are not required, but any such system furnished must be TSO-approved, use diversity antennas on both the top and bottom of the aircraft, receive both UAT and 1090ES, and be interfaced to a multifunction display (MFD) capable of displaying TIS-B traffic and FIS-B weather.

B7.7 “Optional” Avionics Systems

Although not required for aircraft acceptance under this contract, the following system (B7.7.1) is highly desired and may be an item that will be considered during ordering by the Government to enhance operations. If offered – at the Contractor’s option – any such system shall remain a requirement throughout the contract period.

B7.7.1 VHF-FM radio programming port (s). A conveniently-located programming port(s), to facilitate VHF-FM radio channel programming via a Government-owned laptop computer. The port(s) must be protected from accidental damage via contact, be hard-wired to the transceiver(s), not require switching of any cables for utilization, and must be conveniently located for ease of use. The Contractor must also furnish appropriate cables of adequate length, and/or any necessary adapters, to interconnect the aircraft programming ports to both serial and/or USB port(s) of the Government laptop computers as required.

Note: The “DIN” type connector receptacle on the front panel of some TDFM-136-series radios is part of an encryption feature, and cannot function as a programming port connector. This connector can be utilized for channel programming on model TDFM-136A, serial numbers FDA1200 and higher, and TDFM-136B ONLY.

B8 Reserved

PERSONNEL REQUIREMENTS

B9 Pilot Requirements

B9.1 The Contractor must furnish a flight crew for each day the aircraft is required to be available.

B9.2 The pilot in command (PIC) must be familiar with the contract and all applicable task orders assigned to this contract.

B9.2.1 The pilot must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B10 Pilot Qualifications

B10.1 General

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

B10.2 Minimum Qualifications

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

B10.2.1 An FAA commercial pilot certificate or higher with airplane category, appropriate class(es) and instrument rating for offered aircraft.

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

B10.2.3 A current FAA competency check completed in accordance with 14 CFR 135.293(a and b) in the same make and model as the contract aircraft; a current 14 CFR 135.299 line check; and, if appropriate (for airplane multiengine and single engine turbine), a current 14 CFR 135.297 instrument proficiency check.

B10.2.4 An Air Attack (air-tactical-group-supervision ATGS) flight evaluation is required within the previous 60 calendar months, a onetime reconnaissance flight evaluation is required and any flight evaluations thereafter are at the COR’s discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation at no expense to the Government.

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

B10.2.6 The Contractor must complete and submit an Interagency Airplane Pilot Evaluation Application (OAS-64A) (Government provided before inspection) for each pilot offered for inspection and approval. PDF fillable available at: <https://www.doi.gov/sites/doi.gov/files/uploads/oas-64a.pdf>

SECTION B – TECHNICAL SPECIFICATIONS

B10.2.7 For a pilot that has not been previously inspected and approved by the DOI OAS or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, OAS.

B10.2.8 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

(a) 1,500 hours...total pilot time.
(b) 1,200 hours...in airplanes.
(c) 200 hours...in class to be flown.
(d) 100 hours...night flying to include the recent flight experience requirements of 14 CFR 61. Multi-Engine and Single-Engine Turbine only.
(e) 75 hours... actual or simulated instrument flight time (including 50 hours in flight).
(f) 500 hours... cross-country.
(g) 200 hours... over typical (hazardous/mountainous) terrain and landing facilities.
(h) 25 hours...total time in make and model, of aircraft to be used. (Reciprocating engine)
(i) 50 hours PIC in make and model of aircraft to be used on this contract. (25 hours if the pilot has attended a formal training course which includes ground school for the make and model and a flight check.)(Turbine engine)
(j) 100 hours...Turboprop (if applicable).
(k) 100 hours...total time in category, preceding 12 months.

NOTE: RE: B10.2.8(K) Contractors may request that this pilot flight hour requirement be waived for a pilot under special circumstances, however, the waiver may or may not be granted. The Contractor should contact the CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

B11 Flight Crewmembers Duty and Flight Limitations

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

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

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

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

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

B11.2 Flight Limitations.

B11.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

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

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

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

B12 Personnel Duty Limitations

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

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

B13 Mechanic Requirements

A mechanic must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. A mechanic does not need to remain with the aircraft, but be available when aircraft maintenance is required or needed.

SECTION B – TECHNICAL SPECIFICATIONS

B14 Mechanic Qualifications

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

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

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

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining the same category (i.e. airplane/rotorcraft) of aircraft specified in this contract, (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained an aircraft of the same make and model as the contract aircraft for at least 3 months.

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

B14.6 The contractor will provide the COTR or their designated representative with a completed OAS-41 Aircraft Maintenance Personnel, for each mechanic provided under paragraph B13. The form must be signed by the individual mechanic and a contractor representative (Director of Maintenance or higher) to indicate that the data listed has been verified from log books, employment records, etc..

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

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

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B16 Reserved

B17 Reserved

B18 Reserved

B19 Pilot Authority and Responsibility

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

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

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

B19.4 Is responsible 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.

B19.5 Must perform takeoff performance calculations which include:

- a. Takeoff distance required vs. runway available.
- b. Climb performance to include single engine if operating a multi-engine aircraft.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff (e.g. temperature and pressure altitude) cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilot's Operating Handbook (POH).

SECTION B – TECHNICAL SPECIFICATIONS

B19.6 May not perform preventative maintenance in accordance with 14 CFR 43.3(h) unless authorized by the Contractor's FAA-issued operations specifications.

B19.7 May function as a mechanic when the aircraft is not available due to unscheduled maintenance provided the pilot holds an A&P certificate and meets all of the mechanic qualifications required by the contractor's operations specifications.

B19.8. Must not perform scheduled maintenance and inspections when on duty as the primary or relief pilot.

B19.9 Will apply against the pilot's duty day limitations any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as an authorized pilot performing preventative maintenance. All time in excess of 2 hours (not necessarily consecutive) will be applied against the pilot's flight hour limitations. After 2 hours, every hour spent as a mechanic, or as an authorized pilot performing preventative maintenance, will be applied against pilot flight time limitation on a one to one basis.

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 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the appropriate dispatch office. Manifest changes must be made with that office.

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

- Emergency locator transmitter
- First aid/survival kits
- Personal protective equipment

B20.3 The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B20.4 Day/night use. Both day and night flight may be required by this contract.

B20.4.1 Night/IFR Operations. Only multiengine and single engine turbine aircraft are approved for transporting passengers at night or in instrument meteorology conditions. Pilots flying

night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

B20.5 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or agency approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.6 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency approved procedures.

B20.7 Smoking will not be allowed in the aircraft.

B20.8 The pilot must remain at the flight controls while any engine is running.

B20.8.1 Prior to passenger or cargo loading/unloading, all engines must be shut down, and all propellers must have ceased rotation.

B21.9 Crew briefings. The Air Attack Pilot, Air Tactical Group Supervisor and ATGS trainee (when onboard) are considered the flight crew.

B20.9.1 Crew briefing. Pilot and ATGS must complete the *Aerial Supervision - Aircraft Mission Checklist* for each flight. Each section of the checklist must be completed at or before the implied time indicated on the checklist. A copy of the checklist is required to be in the aircraft on all ATGS missions (preferably a laminated hard copy) and utilized in-accordance-with the Interagency Aerial Supervision Guide (IASG). See Aircraft Mission Checklist exhibit 11 in Section C. The aerial supervision mission checklist is attached as an exhibit to this contract and is an appendix in the IASG. Copies of the IASG may be obtained from any interagency fire cache; item NFES 2544.

B20.10 Airplanes in Alaska are required to operate from gravel runways. Contractors that are unwilling to operate from gravel runways should not accept orders or dispatches for Alaska.

B21.9.2 Pre takeoff briefings. Prior to departure the PIC must ensure the ATGS has given the pilot a mission safety briefing conducted in accordance with the IASG. And, in addition to a passenger briefing, the PIC must brief the flight crew. The briefing must include at least:

- 1) Emergency procedures
- 2) CRM procedures
- 3) Fuel on board

B21.9.3 Enroute briefing. After departure and before entering the Fire Traffic Area (FTA) the PIC must ensure a crew briefing is completed. The briefing will be done in accordance with the IASG and must include at least:

SECTION B – TECHNICAL SPECIFICATIONS

- 1) Communications/radios
- 2) Other aircraft on scene
- 3) Level of supervision on scene
- 4) Alternate airports
- 5) Initial altitude and altimeter setting
- 6) Time on scene, based on current fuel available and planned refueling location.

B21 Security of Aircraft and Equipment

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

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

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

Unacceptable locking devices and security methods are:

- 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 for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

B22.2 Contractor personnel shall wear a shirt with sleeves and full-length trousers made of cotton, fire-resistant polyamide, aramid material or equal (a flight suit is considered equal). Contractor personnel shall wear boots or shoes with closed toes made of all-leather uppers.

B23 Reserved

B24 Special Permit Authorization for Transportation of Hazardous Materials

B24.1 The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, Department of Transportation (DOT) special permit DOT-SP-9198, and the Department of the Interior (DOI) *Interagency Aviation Transport of Hazardous Materials Handbook*. A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this DOT special permit receives required training. The required training is only satisfied by completing the DOI's module A-110, *Aviation Transportation of Hazardous Materials*. The training can be completed online at <https://www.iat.gov>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: The DOT special permit and the DOI handbook are available online at <http://oas.doi.gov>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B25 Fuel and Servicing Requirements

B25.1 General.

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. For operations in Alaska, Government fuel may be provided; however, the Contractor must be capable of providing all fueling requirements when operating away from the Government-provided fuel in Alaska and other locations in the Lower 48 states. 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).

B25.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25 and the aircraft is serviced with the proper type of fuel. Fuel delivery tickets must be retained throughout the contract period and made available to the Government upon request.

B25.2 Operations:

B25.2.1 Government personnel are not on board the aircraft during refueling operations.

B25.2.2 Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

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

SECTION B – TECHNICAL SPECIFICATIONS

B25.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

B25.2.5 Aircraft must not be refueled while any engine is running.

B25.3 The PIC must be present during fueling operations or the PIC must verify fuel quantity via a method other than the fuel quantity gages, such as sticking the tank. The PIC must verify the fuel grade is correct for the aircraft refueled before fuel dispensing operations begin.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General Maintenance

The Contractor must ensure that the aircraft and all required equipment are maintained in accordance with the manufacturer's specifications.

B27 Airworthiness Directives (ADs) and Manufacturers Mandatory Service Bulletins (MMSBs)

B27.1 The Contractor must comply with MMSBs and FAA ADs before and during contract performance.

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

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract 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) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the COTR, a copy of the Contractor's procedures manuals as outlined in 14 CFR Part 135.21 along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

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

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

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

B29.4 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, or major airframe component, or any major repair following an incident or accident and must describe the circumstances involved.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

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

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

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

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

B32 Weight and Balance

The aircraft's required weight and balance data must be determined by actual weighing of the aircraft with all the

SECTION B – TECHNICAL SPECIFICATIONS

equipment required by this contract permanently installed at the time of the weighing. The actual weighing of the aircraft in contract configuration must be accomplished within 36 calendar months preceding the starting date of the contract or renewal period and following any major repair, major alteration, or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

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

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

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

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

52.233-4	Applicable Law For Breach Of Contract Claim	Oct 2004
52.242-13	Bankruptcy	July 1995
52.246-25	Limitation of Liability-Services	Feb 1997
52.253-1	Computer Generated Forms	January 1991
1452.228-71	Aircraft and General Public Liability Insurance	Mar 1989

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017).

(a) Definition.

“Internal confidentiality agreement or statement,” “subcontract”, and “subcontractor”, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with 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), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

Clauses Incorporated By Reference		
Clause	Title	Date
52.202-1	Defintions	Nov 2013
52.203-3	Gratuties	April 1984
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower rights and Requirement to Inform Employees of Whistleblower Rights	April 2014
52.204-4	Printed or copied Double-sided on recycled paper	May 2011
52.204-13	System for Award Management Maintenance	July 2013
52.204-18	Commercial and Government Entity Code Maintenance	July 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.212-4	Contract Terms and Conditions - Commercial Items	May 2015
52.212-4	Contract Terms and Conditions - Commercial Items Alt 1	May 2014
52.222-17	Non-displacement of Qualified Workers	May 2014
52.232-17	Interest	May 2014
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014

SECTION C – CONTRACT TERMS AND CONDITIONS

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

52.212-4(a) Inspection/Acceptance

The following is added:

Inspection and Scheduling Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government and the contractor. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise 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 otherwise 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 contract 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 contract. The Contractor must also notify the COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).

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

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

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

Aircraft that are provided by the Contractor to the Government that have not been approved and carded for use under this contract will result in nonpayment of services under the terms of this contract. Invoices will be returned to the Contractor.

If the COTR determines any aircraft, equipment, personnel, records, or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a re-inspection for

another time/date/site. The Contractor may be charged for the cost of re-inspection (see page 24).

Failure to have an aircraft and pilot approved for the contract that is not a result of Government delays, or failure to have an aircraft available throughout the life of the contract as originally awarded may result in exclusion from order consideration, removal from the master on call air tactical listing, non-exercise of the option for an additional year, and/or contract termination for cause.

Equipment.

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

Other equipment will be inspected to ensure contract 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 contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract.

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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

Resource reconnaissance
Fire reconnaissance
Air tactical group supervision

Substitute Aircraft or Personnel

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

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

The Government may charge the Contractor for the cost of any substitute inspections in accordance with the following section (Re-inspection Expenses).

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

Re-inspection Expenses.

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

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

52.212-4(k) Taxes

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

under the contract. Examples of taxes and duties that are considered included in the contract prices are:

Federal Airport and Airway Excise Taxes

Fuel Taxes

Transportation Taxes (passengers and cargo)

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (JAN 2021)

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

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

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

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

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

 (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).
- X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (MAR 2020) of [52.219-3](#).
- ___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (MAR 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-7](#).
- X (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (NOV 2016) of [52.219-9](#).
- (iii) Alternate II (NOV 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- X (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Re-representation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- X (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#)).
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

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___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (JAN 2021) of [52.225-3](#).

___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

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

___ X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

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

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

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

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

Executive orders applicable to acquisitions of commercial items:

___ X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ 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) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ X (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

___ X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

(e)

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

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

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(xiii)

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

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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

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

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

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of multiple indefinite delivery, indefinite quantity type contracts, off of which firm, fixed unit price task orders with economic price adjustments, will be issued.

52.216-18 Ordering (Oct 1995)

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

52.216-19 Order Limitations. (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract a minimum of one

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Government-provided aircraft and pilot inspection as described in 52.212-4(a) Inspection/Acceptance (page 23) will be provided. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.”

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

- (1) Any order for a single item in excess \$1,000,000;
- (2) Any order for a combination of items in excess of \$10,000,000 or
- (3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

52.217-8 Option to Extend Services. (Nov 1999)

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

exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract

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

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract. The preliminary notice does not commit the Government to an extension.

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

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

DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor’s right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR’s appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to

SECTION C – CONTRACT TERMS AND CONDITIONS

perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

Contracting Officer's Technical Representative (COTR)

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

A COTR will be delegated at time of award, depending on the location of the Contractor's home base; DOI, Office of Aviation Services, Western or Eastern Region.

The COTRs for this contract are:

1. Mr. Frank Crump, Eastern Regional Office
DOI – Office of Aviation Services (OAS)
3190 NE Expressway, Suite 250
Atlanta, GA 30341-5302

Phone: 770-458-7474
Fax: 770-458-6677

Mr. Gary Kunz, Western Regional Office
DOI – Office of Aviation Services (OAS)
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

Phone: 208-334-9300
Fax: 208-334-9303

2. Mr. Kevin Fox, Alaska Regional Office
DOI – Office of Aviation Services (OAS)
4405 Lear Court
Anchorage, Alaska 99502-1032

Phone: 907-271-3700
Fax: 907-271-4788

Office of Aviation Services (OAS) Safety Manager

The Chief, Aviation Safety, Training and Program Evaluations is responsible for all matters concerning accident and incident with potential investigations.

Mr. Keith Raley
DOI – Office of Aviation Services (OAS)
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

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

Air Tactical Group Supervisor (ATGS)

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

ATGS duties include:

- a. Direct the specific flight requirements as required to support an incident.
- b. Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the ATGS will contact the appropriate OAS Regional Office and consult with an OAS technical specialist).
- c. Monitor services provided under the contract for conformance with contract requirements.
- d. Initiate and sign correspondence and other contract administrative documents over the title of ATGS.
- e. Ensure aircraft availability, flight time and other payable items are accurately recorded on prescribed forms or input into an electronic payment system.
- f. Approve breaks during daily operations.
- g. Suspend operations for safety concerns or non-conformance of the contract.
- h. Complete an Evaluation Report on Contractor Performance using the CO prescribed form (currently Form AMD-136A) at the end of an order and submit to CO. (see <http://oas.doi.gov/library/forms.htm> for latest version of the form)

BLM Aviation Safety Advisor

BLM Aviation Safety Advisor may at any time conduct assurance reviews with company employees performing on the contract. Reviews will be based on SMS plan as required in contract (See C8.3).

Contractor Performance Assessment Reporting System (DEC 2015)

SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

(ii) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

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

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

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

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

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

(i) Protect the evaluation as source selection information. After review, transmit the evaluation by

completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

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

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

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

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

GENERAL CONTRACT TERMS AND CONDITIONS

C1 Aircraft Use Report

C1.1 Flight Data Reporting (Planned Fire Operations).

C1.1.1 The Contractor, or Contractor's representative, and a Government representative must complete and sign an Aircraft Use Report (AUR), AMD-23/23E form or other form as directed by the CO confirming contract performance in accordance with the task order. An electronic submission will be initiated by the Contractor in the Aviation Information Reporting Support (AIRS) that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO. Hard copies of the signed AMD-23/23E are to be saved and then uploaded/attached at the time of invoicing in the Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP).

C1.1.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C1.1.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a requirement, if less than two weeks duration.

C1.1.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

C1.2 Flight Data Reporting (Emergency Fire Operations).

C1.2.1 The Contractor, or Contractor's representative, and a Government representative must complete and sign an Aircraft

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Use Report (AUR), AMD-23/23E form or other form as directed by the CO confirming contract performance in accordance with the contract.

C1.2.2 An electronic submission will be *initiated* by the Contractor and saved (*not submitted*) into AIRS that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO. The AUR and supporting documentation shall be submitted by email to a central DOI AQD processing office as directed by the CO.

C1.2.3 Upon review and approval of contract performance a funded task order will be issued to the contractor.

C1.2.4 Once an emergency task order has been initially awarded and/or when subsequent modifications are issued the AMD-23 and supporting documentation shall be attached to the IPP invoice and the AUR *shall be submitted* into AIRS.

C1.3 Flight data reporting and invoicing shall be processed and submitted no sooner than every two weeks or upon conclusion contract performance, if less than two weeks duration.

C2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013)

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

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

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

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

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

contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

C3 Contractor Personnel Security Requirements

C3.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C3.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C4 Aircraft Insurance

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

C5 Reserved

C6 Prework Meeting

A non-mandatory pre-work meeting shall be held between the Government and the Contractor(s) along with their primary crew members and will be conducted via telephone and may include an interactive Internet presentation. Multiple dates and times will be determined after award. The meeting(s) may include, but are not limited to: (1) basic review of the Contract; (2) ordering procedures; and (3) measurement and payment. This meeting is administrative, non-proprietary in nature and is not intended for technical inspection purposes.

ADMINISTRATIVE MATTERS

C7 Personnel Conduct

C7.1 Replacement of Contractor Personnel

C7.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-

SECTION C – CONTRACT TERMS AND CONDITIONS

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.

C7.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C7.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C7.2 Suspension of Pilot

C7.2.1 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.

C7.2.2 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C7.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C7.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot's suspension will continue until the 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.

C8 Safety and Accident Prevention

C8.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. Examples of such

programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C8.1.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C8.1.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C8.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency Investigator In Charge (IIC), ASM, and CO during this evaluation.

C8.3. Safety Management System (SMS) Components.

C8.3.1 The Contractor must provide a written submittal in response to the Safety Management System (SMS) Components identified in the Questionnaire in Exhibit 10 within 30 days after the award of the contract. The Contractor's submittal should consist of implemented practices for their company. For purposes of this submittal, the contractor must provide written evidence or describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated as part of the contract.

C8.3.1.1 Contractors are required to provide specific responses to the SMS Components Questionnaire (see Exhibit 10). Do not submit your entire Operations Manual as a means of satisfying all of the criteria. Brief, specific answers and examples are all that are required. You may contact the DOI Safety and Program Evaluations Branch at 208-433-5073 if you require additional information.

C8.3.1.2 Contractor employees working under this contract must be familiar with the SMS plan and complete training in accordance with the SMS plan requirements. An OAS designated SMS Evaluator may at any time conduct assurance reviews with contractor employees performing on this contract to ensure they are familiar with the contractor's SMS plan. Reviews will be based on SMS Components Questionnaire responses (Exhibit 13) as required in the contract. The contractor's practical application of their SMS in relation to the standards within Exhibit 13 will be determined during an on-site assurance review and documented in CPARS.

SECTION C – CONTRACT TERMS AND CONDITIONS

C8.3.1.3 The Contractor is required to provide written updates to their SMS components to the CO and agency ASM during the life of the contract.

C8.4 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/>

C8.5 Flight Hours and Accidents.

C8.5.1 The Offeror is required to submit their total number of flight hours (both fixed-wing and rotary-wing, all makes and models) flown by the organization up to/during the past five calendar years commencing in 2012 along with any accidents as determined by the NTSB or incidents that met the "substantial damage" criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

C8.5.2 If your company has had an accident in the last 5 calendar years, provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

C9 Mishaps

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

C9.1 Mishap Definitions.

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

C9.1.1 The following terms are as defined in 49 CFR Part 830:

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

C9.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C9.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C9.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C9.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C9.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C9.1.7 SafeCom (<https://www.safecom.gov/>). An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

C9.2 Mishap Reporting.

The Contractor must immediately, and by the most 4 expeditious means available, notify the NTSB AND the OAS ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C9.2.1 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C9.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C9.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C9.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C9.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

SECTION C – CONTRACT TERMS AND CONDITIONS

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

C9.3 Forms Submission.

C9.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C9.3.2 The Contractor must submit a "SafeCom" to the OAS ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <https://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from the above internet site. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom". Hard copy documents can be mailed or faxed to:

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

C9.4 Pilot Suspension.

See Suspension of Pilot clause C7.2.

C9.5 Preservation Requirements.

C9.5.1 Preservation Requirements. The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the NTSB. Following release by the NTSB, the OAS ASM, CO or other authorized agency representative may retain or release the aircraft. Permitted exceptions to this requirement are when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO when taking such actions.

C9.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C9.6 Mishap Investigations

C9.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C9.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available

personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C9.7 Costs Related to Investigation.

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

C9.8 Rescue and Salvage Responsibilities.

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

C10 Economic Price Adjustment - Fuel

C10.1 During the contract period, including any renewal, the Government or 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.

C10.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C10.3 **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 A, 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.

C10.4 **Reference Price.** The reference price is the commercial fuel price at the Fuel Source Location cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a bi-lateral modification to the contractor once the new flight rates are established.

C10.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C10.6 The hourly flight rate will be adjusted upward by the CO in a bi-lateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent higher than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

SECTION C – CONTRACT TERMS AND CONDITIONS

C10.7 The hourly flight rate will be adjusted downward by the CO in a bi-lateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent lower than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

C10.8 Fuel price adjustments are subject to review by the CO annually during contract renewal. The revised Base Price will remain in effect for the duration of the contract, including option years.

C10.9 The effective date of the flight rate adjustment will be stated on the bi-lateral modification signed by the CO. All flight hour adjustments will be made in AIRS based upon the effective date stated in the modification.

C11 Adding Aircraft and Onboarding Procedures

C11.1 After contract award the Contractor may request in writing that the CO add an aircraft of the same make, model and series as originally awarded. The aircraft must be offered at the same price as identified in the contract.

C11.2 A request to add a different aircraft type which was not originally awarded must come from a government bureau, and the aircraft(s) requested must be of equal or greater performance capability as the aircraft originally awarded. The request must be submitted to the CO with an AQD-20.

C11.3 Any request must include:

- price page from Section A2,
- copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1),
- equipment list,
- flight manual excerpts,
- copies of STCs,
- appropriate performance charts,

C11.4 It is at the Government's discretion as to whether additional aircraft will be allowed to be added to the contract. Offered pricing must be evaluated by the CO to determine that it is fair and reasonable. Additional aircraft shall not be added solely for the convenience of the Contractor. The CO will make a determination if there is a Government need for the additional aircraft.

C11.5 The Government may charge the Contractor for the cost of any extra inspections required to add an aircraft to the contract.

C11.6 The Contractor shall notify the CO immediately when an aircraft is no longer available (such as sale of aircraft, loss of certification, etc.).

C11.7 The Government reserves the right to announce a new competition (Onboarding) for the purpose of adding additional

small business, multiple award, indefinite delivery, indefinite quantity (IDIQ) contract holders. Onboarding procedures may be implemented at any time over the life of the contract by reopening the competition and utilizing the same basis of award established in the original solicitation (D17PS00413). Bureau customers will initiate the need for additional contract holders by contacting the Administrative Contracting Officer (ACO). The ACO will then assess the need for additional support. Should additional support be required, the ACO will publicize a notice in FedBizOpps and FedConnect, issue a solicitation amendment, and complete an evaluation in the same manner as the initial solicitation (D17PS00413). Contracts awarded via this Onboarding procedure will include the same terms and conditions as those in the initially awarded contracts. Neither the overall period of performance nor the ceiling of the basic contract will be revised as a result of implementing the Onboarding procedures.

CONTRACT PERIOD AND RENEWAL

C12 Contract Period

The contract period will be from January 01, 2018 or date of award through December 31, 2018 unless otherwise extended as allowed herein.

- Option Year 1: January 1, 2019 through December 31 2019
- Option Year 2: January 1, 2020 through December 31 2020
- Option Year 3: January 1, 2021 through December 31 2021
- Option Year 4: January 1, 2022 through December 31 2022

C13 Orders for Services

C13.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein.

C13.1.1 At the beginning of each contract year performance period, the contracting officer will issue two task orders. One task order number will be identified for the "*U.S. Forest Service-Fire Only*" and one task order number will be identified for "*DOI Fire Use Only.*" All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C13.1.2 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released off contract. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released off contract. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AIRS, IPP, etc).

C13.1.3 Contractors are responsible for submitting a copy of the resource order that was used to initially order the aircraft with the first set of AUR's that are submitted for payment.

SECTION C – CONTRACT TERMS AND CONDITIONS

C13.1.4 Request for fire suppression flight services may only be placed by a government employee within an authorized office as defined below:

- 1) Local federal dispatch office, Incident Commanders, or individual with dispatch authority.
- 2) Geographical Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located in Boise, Idaho
- 4) The Contracting Officer

C13.1.5 The Government may issue additional task orders to contractors in support of planned fire operations.

C14 Reserved

C15 Reserved

AVAILABILITY REQUIREMENTS

C16 Availability Requirements

C16.1 During the any ordered use period, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C16.2 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C16.2.1 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 A. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C17 Schedule of Operations and Reaction Time

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

C17.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight

planning purposes for long range dispatch) after the Government attempts to contact the Contractor's

C17.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

C17.3 Relief Crew Availability

C17.3.1 A relief crew is not required.

C17.3.2 If requested by the Government, the Contractor may provide an additional pilot for mandatory days off.

C17.3.3 Daily availability will not be measured for payment on the pilot's mandatory days off when an additional pilot is not provided. If the Government requests and the Contractor provides an additional pilot, daily availability will be measured and paid as specified in Section C20.

C17.3.4 Any additional pilot provided needs to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided under Section B.

C18 Maintenance During Availability Period

C18.1 The ordering units field representative 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 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.

C18.2 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 field representative, (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.

C19 Unavailability and Damages

C19.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the field representative that they are available and the field representative is satisfied that all the conditions below have been met.

C19.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the field

SECTION C – CONTRACT TERMS AND CONDITIONS

representative and/or 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 field representative and/or COTR may also require a physical inspection by an OAS inspector.

C19.1.3 Once the documented evidence is approved by the COTR, the field representative will consider the contractor available from the time the contractor notified the field representative of their availability (17.1). If the COTR requires additional actions from the contractor, the field representative will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C19.2 During periods of Contractor unavailability, the CO may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C19.3 If the Contractor is unavailable for four or more consecutive hours, the Government reserves the right to release the Contractor from service. This release shall end the period of ordered service. Once released from service, availability and subsistence payments shall cease and no longer be paid under this order for service. The Contractor shall be entitled to invoice for the flight time required to return the aircraft to the base from which it was hired.

C19.4 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 field representative of the situation immediately.

C19.5 The Government will measure unavailability in full hours and will round up periods of unavailability to the next whole hour. For each instance of unavailability, payment will be reduced by one hour for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

MEASUREMENT AND PAYMENT

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

C20 Daily Availability

C20.1 The daily availability rate should include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Daily availability is measured in full days (except as provided in C20.2 below for half days, for unavailability and C17.3 relief crew availability) for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for daily availability will be made as actual services are provided and documented on Aircraft Use Reports or other form as directed by the CO.

C20.1.2 Measurement of daily availability commences when the aircraft departs its location of hire for the assigned work location and ends upon release from the requirement, except as specified below. For purposes of this clause, time is computed based on the time zone at the point of each departure.

C20.1.2.1 For incidents where the Contractor elects not to immediately return to the original location of hire or departs for a new work site when released from the requirement, all payable items for the order end at the time of release.

C20.1.2.2 If the aircraft has been released and the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence and flight time for the return to the hired location the following morning. (i.e. release occurs at 8:00 p.m. but because of insufficient daylight, the aircraft cannot immediately return to its location of hire, but does so the following morning).

(a) Subsistence is not provided under Daily Availability or the Flight Rate (see C24.1).

(b) Extended standby is paid on any day in which the crew members identified in Section A work in excess of 9 hours as provided in paragraph C.16.2.

C20.2 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day (.5 AV) for purposes of daily availability payments.

C20.3 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C20.4 The flight rate when used with daily availability should only include those cost directly related to actual flight.

C21 Reserved

C22 Flight Time

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C22.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C22.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C22.3 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C22.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C23 Mobilization/Demobilization

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

C24.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C24.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C24.3 Mobilization. Payment for availability and flight time begins when the aircraft starts its mobilization flight from the Contractor's Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C24.4 Demobilization. Payment for availability and flight time begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C24.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not

exceed the cost nor be further than the location used at time of hire.

C24 Additional Pay Items (from Schedule of Items)

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 and IAW FAR 52.212-4 Alt I. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C24.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the Contractor's base of operation as defined in Section A subject to the following:

C24.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate. For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/100120>

C24.1.1.1 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 rate.

NOTE: 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.

C24.1.1.2 No lodging receipts are required to support the subsistence claim as vendors will only be reimbursed the JTR/FTR rate at the applicable location. In accordance with FAR 52.212-4 Alt 1, vendors must make any records associated with travel in support of the services required under this contract available to the Government upon request.

C24.1.2 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.

C24.1.3 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.

C24.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current standard FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above.

SECTION C – CONTRACT TERMS AND CONDITIONS

C24.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C24.3 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance in the lower-48. For operations in Alaska, Government fuel is provided and a dry flight rate will be applied using the dry rate established in Section A, or a dry flight rate will be applied using the base fuel rate established in Section A and the fuel consumption chart (Exhibit 9).

C24.4 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. 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 A.

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

C24.4.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, 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.

C24.4.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. The round trip will be from the base of operations designated in Section A2, or current location whichever is less. 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.

C24.4.3 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 54 cents);
 - Contractor aircraft at the government FTR rate (currently \$1.15 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.

C24.4.4 The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C24.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the Contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C24.6 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C25 Government Miscellaneous Charges

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

EXHIBITS

None of the exhibits listed below a required to be submitted with an offer.

1. Unacceptable Lap Belt and Shoulder Harness Conditions
2. First Aid Kit and Survival Kit
3. Alaska Airplane Supplement
4. FS/OAS Drawing A-17
5. Civil Aircraft Certificate of Insurance
6. Civil Aircraft Landing Permit
7. Civil Aircraft Hold Harmless Agreement
8. Reserved
9. Approximate "Recommended Cruise" Fuel Consumption
10. Safety Management System
11. Aircraft Mission Checklist
12. Statement of Equivalent Rates for Federal Hires
13. Department of Labor Wage Determination
14. Unavailability Conversion Chart
15. Transportation Worksheet
16. Subcontracting Percentage Worksheet

EXHIBITS

EXHIBIT 1

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none"> 1. Frayed: 5 percent or more 2. Torn 3. Crushed 4. Swelling: twice the thickness of original web or if difficult to operate through hardware 5. Creased: no structural damage allowed 6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none"> 1. Inoperable buckle or other hardware 2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged 3. Fabricated bushings or tie wraps used as bushings 4. Rust/corrosion: only minor surface rust/corrosion allowed 5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none"> 1. Broken or missing 2. Severe fading or discoloring 3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> 1. Missing 2. Illegible
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

EXHIBITS

**EXHIBIT 2
FIRST AID AND SURVIVAL KITS**

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

Minimum First Aid Kit Items (includes Alaska)

Each kit must be in a dust-proof and moisture-proof container.
The kit must be readily accessible to the pilot and passengers.

Item	Passenger Seats	Passenger Seats
	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		

Note: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items

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

Alaska Specific

- Mosquito repellent containing minimum 40% DEET
- Mosquito head net for each occupant
- Food - each occupant (sufficient quantity to sustain life for one week)
- An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

October 15 to April 1

- One pair of snowshoes
- Wool blanket or equivalent for each occupant over 4 years of age
- One sleeping bag

EXHIBITS

EXHIBIT 3

ALASKA SUPPLEMENT FIXED WING

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

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

52.212-4 Contract Terms and Conditions – Commercial Items

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

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

C4. Additional Aircraft Insurance. The Contractor must have aircraft insurance coverage for operating in Alaska.

C22 Flight Time

C22.5 Ferry flights through Canada

C22.5.1 Northbound flight time thru Canada shall be paid at the wet flight rate until the first enroute stop is required for fuel. The Contractor shall close out the OAS-23 Flight Use report at this time and enter fuel on board. (Contractor will be provided a credit for fuel on board, using the price per gallon contained in the contract) The Contractor shall begin a new AMD-23 Flight Use Report upon resuming flight through Canada. This flight time shall be at the dry flight rate specified in the schedule of items. The Contractor shall be reimbursed for fuel acquired upon submission of an itemized fuel receipt, that identifies the purchase location, type of fuel purchased, gallons purchased, price per gallon, and total cost. Conversion of Canadian currency to US currency shall be made at time of payment.

C22.5.2 Southbound flight time thru Canada shall be paid at the dry flight rate until the first enroute stop is required in the Conterminous Lower 48 States. The Contractor shall close out the invoice at this time, and enter total remaining Government fuel on board. (A deduction will be made for the remaining Government reimbursed fuel at this time) The Contractor shall begin a new invoice line upon resuming flight thru the Conterminous Lower 48 States. The Contractor shall be paid the wet flight rate from this point until such time as they are released from service.

C22.5.3 The contractor will be reimbursed for flight time in Alaska after arrival at the designated base. Government furnished fuel will generally be provided and a dry flight rate will be applied using the dry rate established in Section A, or a dry flight rate will be applied using the base fuel rate established in Section A and the fuel consumption chart (Exhibit 9).

C22.5.4 The cost of fuel purchased and provided by the Contractor in lieu of Government-furnished fuel while operating in Alaska will be reimbursed to the Contractor as provided below:

C22.5.5 The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be purchased by or charged to the Contractor. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be used and shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C22.5.6 Government-furnished fuel utilized by the Contractor in support of maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will result in a deduction from the Contractor using the Contractor's offered wet flight rate specified in Section A times the flight time for the Contractor's benefit.

C24.4.4 Transporting of Relief Crew

It is at the discretion of the Government to order relief crews when operating in Alaska. The Government will provide 72 hour notice to the Contractor of their intent to order relief crew members for the primary crews mandatory days off. If ordered by the Government and provided by the Contractor, the Contractor shall be reimbursed as provided under C17.3 of the contract.

EXHIBITS

The below contract provisions **are not applicable** when operating in Alaska.

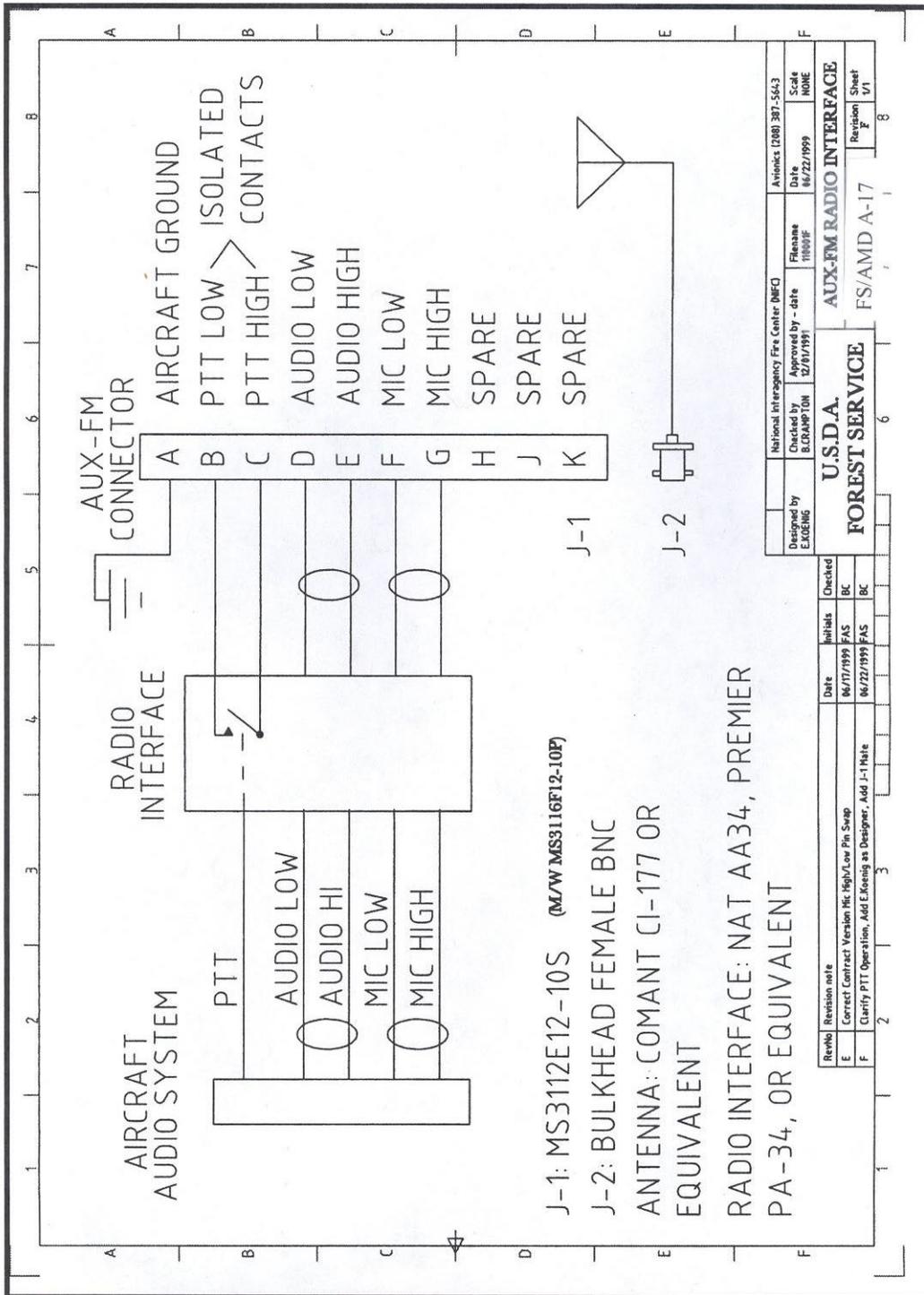
C10 Economic Price Adjustment – Fuel

C24.3 Fuel Supply Expense

EXHIBITS

EXHIBIT 4

DRAWING FS/OAS A-17 Auxiliary FM Radio Interface



J-1: MS3112E12-10S (M/W MSS116F12-10P)

J-2: BULKHEAD FEMALE BNC

ANTENNA: COMANT CI-177 OR EQUIVALENT

RADIO INTERFACE: NAT AA34, PREMIER PA-34, OR EQUIVALENT

Designed by E.KOENIG	Checked by B.CRAMP-TON	Approved by - date 12/31/1991	National Interagency Fire Center (NIFC)	Avionics (268) 387-5643
U.S.D.A. FOREST SERVICE			File name 118507F	Date 06/22/1999
AUX-FM RADIO INTERFACE			Scale NONE	Revision 1/1
FS/AMD A-17			Sheet 8	

Revised	Revision note	Date	Initials	Checked
E	Correct Contract Version Mic High/Low Pin Swap	06/17/1999	FAS	BC
F	Clarify PTT Operation, Add E.Koenig as Designer, Add J-1 Male	06/22/1999	FAS	BC

EXHIBITS

**EXHIBIT 5
CIVIL AIRCRAFT CERTIFICATE OF INSURANCE
http://www.dtic.mil/whs/directives/forms/eforms/dd2400.pdf
(Required for Operations in Alaska)**

CIVIL AIRCRAFT CERTIFICATE OF INSURANCE <i>(To be completed only by the insurer or an authorized representative.) Please read Privacy Act Statement and Instructions on back before completing.</i>		1. TODAY'S DATE (YYYYMMDD)	OMB No. 0701-0050
The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0701-0050). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.			
2. INSURER a. NAME b. ADDRESS (Street, City, State and ZIP Code)		3. INSURED (User) a. NAME b. ADDRESS (Street, City, State and ZIP Code)	
4. AIRCRAFT POLICY DATA			
POLICY NUMBER(S)	EFFECTIVE DATE (YYYYMMDD)	EXPIRATION DATE (YYYYMMDD)	GEOGRAPHICAL AREA OR LIMIT OF POLICY COVERAGE
5. AIRCRAFT LIABILITY COVERAGE			
AMOUNT OF INSURANCE FOR		BODILY INJURY a	PROPERTY DAMAGE b
	(1) EACH PERSON		
	(2) EACH ACCIDENT		
6. SINGLE LIMIT <i>(If the aircraft are insured with a single limit of liability, the amount of the single limit must be equal to or greater than the combined amount of bodily injury, property damage, and passenger liability specified in applicable military regulations listed in NOTE 1 on back.)</i>			
7. EXCESS LIABILITY <i>(If the aircraft are insured by a combination of primary and excess policies, the combined amounts of bodily injury, property damage, and passenger liability, respectively must be equal to or greater than those specified in applicable military regulations listed in NOTE 1 on reverse.) (NOTE: When this entry is completed, include primary policy numbers or amounts over which the excess applies. Show whether excess applies to bodily injury, property damage)</i>			
8. PROVISIONS OF AMENDMENTS OR ENDORSEMENTS OF LISTED POLICY(IES) a. The insurer waives any right of subrogation the insurer may have against the United States by reason of any payment under the policy(ies) for damage or injury which might arise out of or in connection with the insured's use of any military installation or facility.		c. If the insurer cancels or reduces the amount of insurance afforded under the listed policy(ies), the insurer shall send written notice of the cancellations or reduction to the applicable address listed in NOTE 2 on reverse, by registered mail at least thirty days in advance of the effective date of cancellation; the policy must state that any	
9. CERTIFICATION <i>(To be completed by Authorized Insurance Official)</i> I certify that insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer. This certificate is valid until the expiration date(s) shown in item 4 unless canceled or superseded in writing, in accordance with items 8c and d.			
a. TYPED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE		b. SIGNATURE (Blue Ink)	
c. TITLE		d. TELEPHONE NUMBER (Include Area Code)	

DD FORM 2400 JAN 2008

EXHIBITS

EXHIBIT 5 (cont.)

PRIVACY ACT STATEMENT

AUTHORITY: 49 U.S. Code, Section 44502(d).

PRINCIPAL PURPOSE(S): Provides an insurance company's certification of current third party insurance liability for an individual or corporation that operates civil aircraft at military aviation facilities.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate civil aircraft into military aviation facilities.

INSTRUCTIONS FOR COMPLETION OF DD FORM 2400

This form is to be completed only by the insurer or authorized representative.

- | | |
|---|---|
| <p>1. Complete all applicable items. Continue below if additional space is required. Refer to item number(s).</p> <p>2. Sign original of this form and send to the applicable address listed in NOTE 2. Send a copy to each approving authority to which a DD Form 2401 is submitted for approval. All copies of form must be signed with original signatures. Signature stamps, camera copied signatures, or any type facsimile signatures are unacceptable.</p> | <p>4. All items are self-explanatory except:</p> <p>Item 4d - List the geographical area or geographical limits within which the below policy(ies) apply.</p> <p>Item 4e - The statement "All aircraft owned or operated by the insured," is acceptable and</p> |
|---|---|

IF ADDITIONAL SPACE IS REQUIRED, CONTINUE HERE *(Refer to item number)*

ARMY	NAVY	AIR FORCE
<p><u>NOTE 1</u> AR 95-2 Can be viewed at:</p>	<p>32 CFR 766 Can be viewed at: http://calp.navfac.navy.mil</p>	<p>AFI 10-1001 Can be viewed at: http://afpubs.hq.af.mil</p>
<p><u>NOTE 2</u> COMMANDER ER USAASA, ATTN: ATAS-AS BLDG 1466 9325 GUNSTON RD, SUITE</p>	<p>COMMANDER NAVAL FACILITIES ENGINEERING COMMAND CODE: REAR WASHINGTON NAVY YARD</p>	<p>HQ USAF/A30-AC 1480 AIR FORCE PENTAGON RM 5E857 WASHINGTON, DC 20330-1480 (703) 697-5067</p>

DD FORM 2400 JAN 2008

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EXHIBITS

**EXHIBIT 6
CIVIL AIRCRAFT LANDING PERMIT
(Required for Operations in Alaska)**

CIVIL AIRCRAFT LANDING PERMIT <i>Read Privacy Act Statement on back before completing this form. If additional space is required, continue on back identifying by item number.</i>										OMB No. 0701-0050									
The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0701-0050). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.																			
SECTION I - INFORMATION REQUIRED FROM USER																			
Permission is requested to use the listed military airfield(s). It is understood and agreed that:																			
a. Except for weather alternate use or emergencies, I or my agent will contact each installation commander at least 24 hours prior to each landing for final clearance instructions. The remarks section of the flight plan will include user name and permit identification number.			c. Commanders of military installations may restrict civil aircraft operations to preclude interference with military activities or to protect national security.			e. On-board personnel are not authorized activities except for purposes directly connected with this permit.			f. Use is limited to the listed aircraft, period indicated, purpose stated, and conditions shown, and is not transferable.										
1. USER			2. NAME OF AIRFIELD(S) TO BE USED			g. An approved copy of this permit must be			a.										
a. NAME			c. ADDRESS (Street, City, State, Zip Code)			3. ARE PILOTS			YES										
b. RELATIONSHIP TO PARENT ORGANIZATION <i>(If any)</i>						INSTRUMENT RATED			NO										
4. PURPOSE OF USE																			
5. AIRCRAFT DATA																			
a. MANUFACTURER	b. MODE	c. REGISTR	d.		e. MAX GROSS	f. EQUIPMENT													
			(1) CREW	(2) PASSENGERS		(1) TWO-WAY	(2) STROB LIGHT	(3) TRAN	(4) IFR CAPA	YES	NO	YES	NO						
6. CERTIFICATION BY INDIVIDUAL OR AUTHORIZED COMPANY REPRESENTATIVE Applicant and agents have read, understand, and will comply with all pertinent parts of applicable regulations listed in Note 1 and local supplements, directives, and orders. Such compliance is an express condition of this permit. I certify that the information contained in this permit is true to the best of my knowledge and belief. As a corporate representative, I certify that I have authority to certify this information on behalf of the corporation and hereby designate the aircraft commander as our agent on all matters arising from the use of this permit.																			
a. TYPED NAME (Last, First, Middle Initial)			b. TITLE			c. TELEPHONE NO. <i>(Include Area)</i>			d. SIGNATURE (Blue Ink)			e. DATE SIGNED <i>(YYYYMMDD)</i>							

DD FORM 2401 JAN 2008

EXHIBITS

EXHIBIT 7

**CIVIL AIRCRAFT HOLD HARMLESS AGREEMENT
(Required for Operations in Alaska)**

CIVIL AIRCRAFT HOLD HARMLESS AGREEMENT		<i>OMB No. 0701-</i>		
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0701-0030). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p>				
<p>NOTE: THIS FORM DOES NOT CONSTITUTE A CIVIL AIRCRAFT LANDING PERMIT. <i>Please read Privacy Act Statement and Instructions on back before completing this form.</i> <i>If additional space is required, continue on back.</i></p>				
<p>1. THE USER NAMED BELOW, IN CONSIDERATION OF PERMISSION GRANTED BY THE UNITED STATES ARMED FORCES UNDER PL 85-726, 49 USC SECTION 44502(d), TO USE MILITARY AIRFIELD FACILITIES, AGREES:</p> <table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> <p>The User releases forever the United States, its agencies, and United States personnel, from every liability arising out of the use of the military airfield, supplies, or services, by the User. The User will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the User or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of the military airfield or military supplies or services, by the User.</p> <p>EXCEPTION: Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of United States personnel; and, in addition, any liability from another contract concerning the use of the military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.</p> <p>The User will pay or settle every claim for death or injury to United States personnel or for loss or damage to property of or</p> </td> <td style="width:50%; vertical-align: top;"> <p>c. For the purposes of this agreement, the term "United States personnel" shall include:</p> <p>(1) Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment, and</p> <p>(2) Heirs, successors, executors, administrators, and assigns of such employees.</p> <p>d. The User will comply with all pertinent parts of applicable military regulations listed in NOTE 1 and local supplements, directives, and orders, which are hereby incorporated into this agreement.</p> </td> </tr> </table>			<p>The User releases forever the United States, its agencies, and United States personnel, from every liability arising out of the use of the military airfield, supplies, or services, by the User. The User will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the User or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of the military airfield or military supplies or services, by the User.</p> <p>EXCEPTION: Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of United States personnel; and, in addition, any liability from another contract concerning the use of the military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.</p> <p>The User will pay or settle every claim for death or injury to United States personnel or for loss or damage to property of or</p>	<p>c. For the purposes of this agreement, the term "United States personnel" shall include:</p> <p>(1) Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment, and</p> <p>(2) Heirs, successors, executors, administrators, and assigns of such employees.</p> <p>d. The User will comply with all pertinent parts of applicable military regulations listed in NOTE 1 and local supplements, directives, and orders, which are hereby incorporated into this agreement.</p>
<p>The User releases forever the United States, its agencies, and United States personnel, from every liability arising out of the use of the military airfield, supplies, or services, by the User. The User will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the User or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of the use of the military airfield or military supplies or services, by the User.</p> <p>EXCEPTION: Death, injury, loss or damage to persons or property resulting solely from the willful misconduct of United States personnel; and, in addition, any liability from another contract concerning the use of the military airfield, supplies, or services shall not be affected by the Hold Harmless Agreement.</p> <p>The User will pay or settle every claim for death or injury to United States personnel or for loss or damage to property of or</p>	<p>c. For the purposes of this agreement, the term "United States personnel" shall include:</p> <p>(1) Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment, and</p> <p>(2) Heirs, successors, executors, administrators, and assigns of such employees.</p> <p>d. The User will comply with all pertinent parts of applicable military regulations listed in NOTE 1 and local supplements, directives, and orders, which are hereby incorporated into this agreement.</p>			
<p><i>This agreement replaces previous Hold Harmless</i></p>				
NOTE 1	ARMY	NAVY		
AR 95-2 Can be viewed at: http://books.army.mil/cgi-bin/bookenv/Shelvie	32 CFR 766 Can be viewed at: http://caln.navy.mil	AFI 10-1001 Can be viewed at: http://afsubs.hq.af.mil		
2. USER				
<p>a. CORPORATION <i>(Name and address of divisions, subsidiaries, or companies of the parent organization named as user and for whom the user is legally liable should also be listed if this agreement is applicable to their use of military airfields.)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; height: 40px; vertical-align: top;">(1) TYPED COMPANY NAME(S)</td> <td style="width:50%; height: 40px; vertical-align: top;">(2) COMPANY ADDRESS(ES)</td> </tr> </table>			(1) TYPED COMPANY NAME(S)	(2) COMPANY ADDRESS(ES)
(1) TYPED COMPANY NAME(S)	(2) COMPANY ADDRESS(ES)			
b. INDIVIDUAL OR FIRST CORPORATE OFFICER				
(1) TYPED NAME <i>(Last, First, Middle Initial)</i>	(2) ADDRESS <i>(If corporation, may state "Same as Above")</i>			
(3) SIGNATURE <i>(Blue Ink)</i>	(4) TITLE <i>(If corporate officer)</i>			
3. VERIFICATION <i>(Complete if the user is a company, corporation, etc.)</i>				
I hereby verify that the signatory above holds the position indicated and is duly authorized to sign on behalf of the User.				
a. SECOND CORPORATE OFFICER				
(1) TYPED NAME <i>(Last, First, Middle Initial)</i>	(2) SIGNATURE <i>(Blue Ink)</i>			
(3) TITLE	4. DATE <i>(YYYYMMDD)</i>	SIGNED		

DD FORM 2402 JAN 2008

EXHIBIT 7 (cont.)

EXHIBITS

PRIVACY ACT STATEMENT

AUTHORITY: 49 U.S. Code, Section 44502(d).

PRINCIPAL PURPOSE(S): Indicates certification by an individual or corporation to hold the U.S. Government harmless in consideration of permission granted for the operation of civil aircraft into military aviation facilities. Used in conjunction with DD Forms 2400 and 2401. It is maintained indefinitely.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide this information will result in an individual or corporation being unable to operate civil aircraft into a military aviation facility.

5. REMARKS *(If additional space is required, continue here. Refer to item number.)*

INSTRUCTIONS

1. Form must be filed along with DD Forms 2400 and 2401 to obtain a civil aircraft landing permit.
2. Complete all applicable items and submit to appropriate addresses in Note 2 below.
3. If the user is a corporation/company, all blocks must be completed and the form must be signed by two different corporate officers. If the user is an individual, only Items 2b and 4 should be completed.
4. Original, handscribed signatures are required. Signature stamps, camera copied signatures, or any type of facsimile signatures are unacceptable.
5. This form is available under DefenseLINK Publications.

ARMY	NAVY	AIR FORCE
NOTE 2 COMMAND ER USAASA, ATTN: ATAS-AS BLDG 1466 9325 GUNSTON RD, SUITE	COMMANDER NAVAL FACILITIES ENGINEERING COMMAND CODE: REAT WASHINGTON NAVY YARD	HQ USAF/A30-AC 1480 AIR FORCE PENTAGON RM 5E857 WASHINGTON, DC 20330- 1480 (703) 697-5967

DD FORM 2402 JAN 2008

EXHIBITS

Exhibit 9

Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates

AIRCRAFT	337	24		
GAL/HOUR	T337	26	<u>HELIO</u>	
	401	28	Courier	20
	402	36	Stallion	44T
<u>AIR TRACTOR</u>	404	46		
AT-802-65.....	411	34	<u>ISRAEL</u>	
AT-802-67.....	414	36	1121/1123/1124.....	190T
AT-802-331.....	421	46	<u>LOCKHEED</u>	
	340	36	P-3/C-130/Electra 188.....	661T
<u>BEECH</u>	425	56T	Jetstar.....	374T
Baron 55/58.....	441	52T		
Baron 58P.....	Citation I.....	140T	<u>LEAR JET</u>	
18/45	Citation II, III.....	160T	25	220T
King Air 90 (Series).....	208 Caravan I.....	53T	35/36.....	185T
King Air 100			55	200T
King Air 200	AIRCRAFT			
King Air 300	GAL/HOUR		<u>MAULE</u>	
Mentor T-34			M4-5	9
Mini Liner 99	<u>CASA</u>		M7	13
Queenair.....	Aviocar 212	105T		
T-Bone B-50			AIRCRAFT	GAL/HOUR
Duke.....	<u>CONSOLIDATED</u>			
Queenair 80.....	Convair 580/600	338T	<u>MITSUBISHI</u>	
Bonanza 33/35/36			MU-2	77T
	<u>DE HAVILLAND</u>			
<u>BELLANCA</u>	Beaver.....	30	<u>MOONEY</u>	
Citabria/Scout	DH-6 Twin Otter.....	95T	Exec.....	10
	Beaver T	40T		
<u>BOEING</u>	DH-7	234T	<u>NOMAD</u>	
727	DH-8	183T	22B/24A	53T
DC-3T			<u>NORTH AMERICAN</u>	
DC-3.....	<u>DORNIER</u>		AT-6	18
DC-9.....	DO-228	100T	T-28.....	80
	DO-328-100.....	200T?		
<u>BOMBARDIER</u>			<u>QUEST</u>	
CL-215	<u>EMBRAER</u>		Kodiak K100	47T
CL-215T.....	PW 115 (1600).....	159T		
CL-415			<u>PILATUS</u>	
	<u>FALCON</u>		PC-12.....	77T
<u>BRITTEN-NORMAN</u>	10	175T		
Islander.....	20	240T	<u>PIPER</u>	
	50	300T	Super Cub PA-18.....	9
<u>CESSNA</u>			Pawnee PA-25	13
L-19.....	<u>FAIRCHILD</u>		Arrow PA-28R	10
172	Porter	44T	Cherokee PA-28-140/161	8
180	F-27.....	288T	Cherokee 6 PA-32	14
182	SF 340.....	161T	Aztec PA-23	27
182RG.....			Comanche PA-24	15
185	<u>GRUMMAN</u>		Navajo PA-31	32
188	S2F.....	75	Cheyenne PA-31T	77T
206/207	Goose.....	50	Cheyenne II PA-42T.....	74T
T206/207.....	Goose T.....	80T	Aerostar 600/601/602P/700P.....	33
210	Mohawk.....	180T	Cheyenne III PA-42T	110T
T210	Albatross.....	160	Chieftan PA-31-350.....	34
320	G-I.....	288T		
310	G-II	529T		
T310.....	G-III.....	370T		

EXHIBITS

Lance PA-32-300 16
Seneca II/III PA-34 20
Mojave PA-31P..... 39
Malibu PA-46..... 15
PA-42-1000 400LS 75T

QUEST

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

ROCKWELL (Gulfstream)

68040
50034
690A/B..... 80T
Sabreliner 200T
56033
840 65T
900 55T
1000 57T

SWEARINGEN

Merlin II, III SA 226/7 78T

SHORT

Skyvan 85T

VOLPAR

TurboLiner 74T

VULCANAIR

P68C.....20
P68TC24

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

EXHIBITS

Exhibit 10

SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The aviation program views Safety Management Systems (SMS) as critical to accurately determine your organization’s compliance.

Safety Management System Components

The Department of the Interior uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading “Describe and provide evidence and reference,” on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y or N where applicable.

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.

Reference Number	FAA Element Number	IS-BAO Element	Standard with Safety Policy and Objectives	Y	N	Describe and provide evidence and reference.
			Key Safety Personnel			
1	1	3.2.1c	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?			
2	15	4.1.1	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?			
3	16	4.1.2	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?			
		10.1	Company Operations Manual			
4	23	--	Does the Operations Manual contain a flight operations and aircraft maintenance policy?			
5	24	10.2	Does the manual contain an operational control system and SOP's?			
6	25	--	Is the manual approved by management (CEO)?			
7	26	10.1	Is the manual amended or revised as necessary to ensure that the information contained in it is kept up to date?			
8	27	10.1	Have the employees been trained on the manual?			

EXHIBITS

Reference Number	FAA Element Number	IS-BAO Element	Standard with Safety Policy and Objectives	Y	N	Describe and provide evidence and reference.
9	28	10.1a	Does the manual reflect the type operation that is being contracted for?			
		3.2.1.d	Emergency Response Plan			
10	2	3.2.1d	Do you have an internal emergency response plan?			
11	29	3.2.1.d	Is there a current Accident / Emergency Plan available to all employees?			
12	30	3.2.1.d	Are all personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?			
		3.2.2	Safety Risk Management			
13	3	3.2.2	Does the company have a Risk Management Policy?			
14	4	3.2.2a ,b	Has the company developed and maintained a Risk Management Process to: Identify Hazards, Risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective)			
15	5	3.2.2a	Does the company have Operational Risk Management (ORM) Worksheet			
16	6	3.2.1b	Is there a process to elevate the risk decision outcome? I.e. Chief Pilot? CEO?			
		3.2.3	Safety Assurance			
17	7	3.2.3a ,b,c	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?			
		3.3	Compliance Monitoring			
18	11	3.3.1	Have operations (internal or external) audits been conducted in this past field season?			
19	12	3.3.1	Are the audits documented?			
20	13	3.2.3.c	Is there an Action Plan (AP) developed from the audits?			
21	14	3.4.1	Does the company have a Quality Assurance Program?			
		5.1	Training Programs			

EXHIBITS

Reference Number	FAA Element Number	IS-BAO Element	Standard with Safety Policy and Objectives	Y	N	Describe and provide evidence and reference.
22	19	5.1.1	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?			
23	20	5.1.2 5.1.3 5.1.6	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?			
		3.2.4	Safety Promotion:			
24	8	3.2.4a ,b	Has the company developed and maintained a formal means of safety communication (like SAFECOM) and safety training programs to ensure personnel can perform their SMS duties?			
25	9	3.2.4b	Were there lessons-learned developed from an incident? Were they shared with the company personnel?			
26	10	--	Is a Safety Award system in place?			
		4.3	Crew Member Qualifications			
27	17	4.3.1a ,b, c,d	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates; meet all currency requirements; and have fulfilled the company's training and proficiency requirements? Have they been effective?			
		4.4	Maintenance Personnel Qualifications			
28	18	4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?			
		9.1	Maintenance Control System			
29	21	9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?			
30	22	9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?			
31	N/A	N/A	Total number of flight hours (both fixed-wing and rotary-wing, all makes and models) flown by the organization up to/during the past five calendar years commencing in 2012 along with any accidents as determined by the NTSB or incidents that met the "substantial damage" criteria as defined within 49 CFR 830.2			

EXHIBITS

EXHIBIT 11
AIRCRAFT MISSION CHECKLIST
Aerial Supervision
(As per B20.9.1)

Pre-Flight

Mission fuel	Confirmed
Weather enroute/destination	Checked
Resource order/mission brief	Accomplished
Standard aircraft brief	Accomplished

After Takeoff/Enroute

GPS	Set
Communication/radios	Confirmed/set
Other aircraft on scene/enroute	Confirmed
Level of supervision on scene	Confirmed
Alternate airport(s)	Confirmed
Time on station (Bingo)	Determined / Re evaluate*
Crew brief	Accomplished

Prior to FTA entry

Altimeter	Set
Pulse/ landing lights	On
Transponder	On/ALT

*** In the event of divert to a new incident, checklist items after “Pre-flight” will be re-done.**

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 12

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)
IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE
CONTRACT ACT

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 13
DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

DOL WAGE DETERMINATION NO. 1995-0222, REV. 41 DATED 12/30/2016

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$28.36

DOL WAGE DETERMINATION NO. 1995-0221, REV. 39 DATED 12/30/2016

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

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

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

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

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

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

DOL WAGE DETERMINATION NO. 1995-0221, REV. 39 DATED 12/30/2016

Area: Continental U.S.
Occupation: Aircraft Mechanic I Minimum Hourly Wage: \$28.81

Area: Alaska.
Occupation: Aircraft Mechanic I Minimum Hourly Wage: \$28.01

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE
WD 1995-0222 Rev. 41 and WD 1995-0221 Rev. 39**

Health & Welfare: \$4.27 per hour or \$170.80 per week or \$740.13 per month.

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

WD 1995-0222 Rev. 41

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

SECTION C – CONTRACT TERMS AND CONDITIONS

WD 1995-0221 Rev. 39

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 14
UNAVAILABILITY CONVERSION CHART**

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 15
TRANSPORTATION WORKSHEET**

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices.</u> See contract clause "Transportation Costs Associated with Operating Away From the Contractor's base of operations" 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 contract) Name
Scheduled Maintenance				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)				
Airline Transportation	Name			\$
Airline Transportation	Name			\$
Charter Aircraft	Invoice to include aircraft make/model, statute miles, flight time, hourly rate, passengers, and departure & destination location, date and time			\$
Rental Car				\$
Rental Car Fuel				\$
POV Auto	At the FTR rate (https://www.gsa.gov/portal/content/100715)			
From	To	Total Miles	Rate	Total
				\$
				\$
POV Aircraft:	Measured in statute miles at the FTR rate (https://www.gsa.gov/portal/content/100715)			
From	To	Total Miles	Rate	Total
				\$
				\$
Other (explain)				\$
				\$
				\$
				\$
Total ACTUAL Cost				\$
Yes, the COR or On-site Government Representative was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel.				Date

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 16
U.S. DEPARTMENT OF THE INTERIOR FAR CLAUSE 52.219-14
LIMITATIONS OF SUBCONTRACTING**

Subcontracting Percentage Worksheet

PRIME CONTRACTOR: _____ SOURCE: _____
 _____ SOURCE: _____
 SUBCONTRACTOR: _____ SOURCE: _____

	PRIME CONTRACTOR	SUBCONTRACTOR
DIRECT LABOR	\$	\$
FRINGE BENEFITS*	\$	\$
SUBTOTAL	(A)\$	(B)\$
LABOR G&A ** @ %	\$	\$
TOTAL LABOR COSTS	(C)\$	(D)\$

To calculate the subcontracting percentage, first add DIRECT LABOR and FRINGE BENEFITS and enter the figures for the prime contractor in space (A) and for the subcontractor (if available)*** in space (B).

Next, calculate the LABOR G&A by multiplying the G&A rate by the SUBTOTAL figure in space (A).

Calculate the subcontractor's LABOR G&A by multiplying the subcontractor's G&A rate by the subcontractor's SUBTOTAL figure in (B).

Add the LABOR G&A to the SUBTOTAL and record that figure in the spaces for TOTAL LABOR COSTS at (C) and (D) respectively.

Next, using the formula below, calculate the subcontracting labor percentage.

$$\frac{(D)}{(C) + (D)}$$

SUBCONTRACTING LABOR COST PERCENTAGE= _____ %

* The firm must demonstrate that their labor overhead is allowable in accordance with FAR 31.205-6(m). Failure to do so will cause the entire overhead to be eliminated from the calculations.

** G&A denotes General and Administrative Costs

*** You need to compare as like figures as possible. Therefore, if you have a breakdown of the subcontractor's costs use it in the formulation above. If you do not have a breakdown you need to use the TOTAL SUBCONTRACTING AMOUNT for item (D) even though you must still breakdown the contractor's costs.

