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SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular

ACETA Aerial Capture Eradication and Tagging of Animals

Airworthiness Directive

Aviation Information Reporting Support AIRS

AMS Aviation Management System

A&P Airframe and Power Plant

APCO Association of Public-Safety Communications

Officials

Acquisition Services Directorate AOD

Aviation Safety Manager ASM

Aviation Safety Office ASO

ASTM American Society for Testing and Material

Air Traffic Control ATC

Aircraft Use Report AUR

Code of Federal Regulations CFR

Contracting Officer CO

Contracting Officer's Representative COR

COTR Contracting Officer's Technical Representative

Code of Federal Regulations CFR

CTCSS continuous tone coded squelch system

degrees/minutes/decimal minutes DM

DOI Department of Interior

DOT Department of Transportation

ELT emergency locator transmitter

EPA **Environmental Protection Agency**

ERG Emergency Response Guidebook

Federal Aviation Administration FAA

Federal Acquisition Regulations FAR

Forest Service FS

FTR Federal Travel Regulations

GVW gross vehicle weight

GPM gallons per minute

GPS global positioning system

hover-in-ground effect HIGE

HOGE hover-out-of-ground effect

IAT interagency aviation training

IBC **Interior Business Center**

International Civil Aviation Organization ICAO

ICS intercom system

instrument flight rules **IFR**

Institute of Petroleum IΡ

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

public address system PA

PA pressure altitude

PFD personal flotation device

PIC pilot-in-command

personal protective equipment **PPE**

PSD plastic sphere dispenser PSI pounds per square inch

PTT push to talk

RFP Request for Proposals **RPM** revolutions per minute

SFI Safety Foundation Incorporated

STEP Single-skid, Toe-In and Hover Exit/Entry

Procedures

TBO time between overhaul TSO technical service order

UL Underwriter's Laboratory USDA United States Department of Agriculture

visual flight rules VFR

VNE velocity never exceed

VOX voice activation

VSWR voltage standing wave ratio

SCHEDULE OF SUPPLIES/SERVICES

A1. General

This multiple award indefinite delivery/indefinite quantity type contract is for fixed wing on-call services on an as-needed basis for transportation in Alaska, Hawaii and the surrounding U.S. territories for U.S. Department of the Interior and other agency personnel, cargo, or both using aircraft operated and maintained by the Contractor. Actual quantities to be required are unknown. The quantities will vary according to the weather and unscheduled needs of the Government.

A2. Item Requirement

Item Description

All equipment, facilities, and personnel required under this contract shall be delivered to and removed from various

location(s) as ordered and needed. Designated base location(s) identified on the following Pricing pages.

Aircraft Requirement: Single engine and multiengine airplanes, equipped as specified in Section B or

specific Supplements.

Seating: One (1) to fifty (50) insured passenger seats.

<u>Landing Gear:</u> Wheels, floats, amphibious floats, skis or wheel skis.

<u>Crew Requirements:</u> Minimum required flight crew for offered airplane. Relief flight crew is not

required, but may be provided if offered.

Note 1: Contractor may be required to operate from an alternate base(s) when dispatched by the government.

AIRCRAFT ITEM DESCRIPTIONS:

<u>Item #1 Description</u> Minimum Guarantee –Initial OAS Inspection/Test of Contractor Aircraft and

Pilot(s).

Item #2 Description

Type Aircraft: Tandem seat aircraft

Item #3 Description

Type Aircraft: Single engine piston aircraft Seating: Single engine piston aircraft Four (4) seats or greater

Item #4 Description

Type Aircraft: Single engine turbine aircraft Seating: Four (4) seats or greater

Item #5 Description

Type Aircraft: Multi engine piston aircraft
Seating: Six (6) seats or greater

Item #6 Description

Type Aircraft: Multi engine turbine aircraft
Seating: Six (6) seats or greater

Item #7 Description

Type Aircraft: Multi engine piston aircraft ten (10) seats or greater

Item #8 Description

Type Aircraft: Multi engine turbine aircraft ten (10) seats or greater

Item #9 Description

Type Aircraft:
Seating:

Multi engine jet aircraft ten (10) seats or greater

NOTES AND INSTRUCTIONS FOR COMPLETION OF THE FOLLOWING PRICING SCHEDULES

- A. The Government reserves the right to restructure or renumber the item numbers. The restructuring will not change pricing, but may impact the items and/or sub-items numbering as reflected in this document.
- B. The pricing pages included in this document and that are awarded will be made part of the subsequent individual conformed contracts.
- C. After award, no changes will be permitted to the Contractor's pricing unless specifically permitted by a contract clause and bilateral modification.
- D. The pricing pages are designed to identify information about aircraft of the same type, with the same seating, and that are being offered at the same price. Complete and submit only pricing pages for which aircraft are being offered. If necessary, submit multiple pages for each aircraft type (item number) where more than four tail numbers are being offered or different bases are proposed.
- E. Pricing can be submitted for daily availability and special use flight hours (any flight hours that are not point-to-point) and/or point to point flight hours and standby. Standby is not used in conjunction with daily availability. Special use activity is defined as operations involving the utilization of airplanes in support of DOI programs which are not point to point flight activities and which require special considerations due to their functional use. This may require deviation from normal operating practices where authorized by OAS. Special pilot qualifications and techniques, special aircraft equipment, and personal protective equipment are required to enhance the safe transportation of personnel and property. Point to point transportation is defined as flights between airports (excluding those defined as "special use") where the route of flight is determined by the pilots, based upon navigation requirements.
- F. All flight rates should be bid DRY, without fuel, for flight services. All fuel will either be provided by the Government or the Contractor will be reimbursed for actual expenses of Contractor-provided fuel (receipts required).
- G. Additional Pay Items are listed on page 11.

A2 Item 0001-0009 Pricing Schedule

<u>Item #1 Description</u> — Initial OAS Inspection/Test of Contractor Aircraft and Pilot(s). When the Government requires supplies or services covered by this contract, a minimum of one Government-provided inspection for aircraft and pilot as described in Section C3 will be provided. This line item is not separately priced and is the minimum quantity the Government intends to order (also known as the minimum guarantee) under any resulting contract(s) as required by FAR 16.504 and FAR 52.216-22.

		N			
		N			
		N			
	AVAILABILITY FOR	SPECIAL USE TRANSPORT			
	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
Base	4/26/17 – 3/31/18	Dailv Availabilitv	AV	DAY	
1 st	4/1/18 – 3/31/19	Daily Availability	AV	DAY	
2 nd	4/1/19 – 3/31/20	Daily Availability	AV	DAY	
3 rd	4/1/20 - 3/31/21	Daily Availability	AV	DAY	
	SPECIAL USE TRAN	NSPORT			
	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
Base	4/26/17 – 3/31/18	Special Use Flight Rate	FD	HOUR	
1 st	4/1/18 – 3/31/19	Special Use Flight Rate	FD	HOUR	
2 nd	4/1/19 – 3/31/20	Special Use Flight Rate	FD	HOUR	
3 rd	4/1/20 - 3/31/21	Special Use Flight Rate	FD	HOUR	
	POINT-TO-POINT TI	RANSPORT		ı	
	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
Base	4/26/17 – 3/31/18	Flight Rate	FDP	HOUR	
1 st	4/1/18 – 3/31/19	Flight Rate	FDP	HOUR	
2 nd	4/1/19 – 3/31/20	Flight Rate	FDP	HOUR	
3 rd	4/1/20 - 3/31/21	Flight Rate	FDP	HOUR	
	STANDBY FOR POINT-TO-POINT TRANSPORT ONLY				
	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
Base	4/26/17 – 3/31/18	Standby Rate	SB	HOUR	
1 st	4/1/18 – 3/31/19	Standby Rate	SB	HOUR	
2 nd	4/1/19 – 3/31/20	Standby Rate	SB	HOUR	
3 rd	4/1/20 – 3/31/21	Standby Rate	SB	HOUR	

${\bf SECTION\,A-REQUIREMENTS\,AND\,PRICES}$

ADDITIONAL PAY ITEMS SCHEDULE

SCHEDULE SUB-ITEM	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
i	Extended Standby - Pilot	EP	INDEFINITE	HOUR	\$ 54.00
ii	Additional Personnel (Flight/Relief Crew)	AC	INDEFINITE	DAY	See Exhibit - wage determination to determine applicable rate for region.
iii	Subsistence Allowance (Per Diem)	PD	INDEFINITE	Overnight	Per FTR Schedule
iv	Fuel Service Vehicle with Driver (Canada & 48 Cont. U.S.) (truck's fuel tank capacity)	SD	INDEFINITE	DAY	\$500
v	Fuel Servicing Vehicle Mileage (Canada & 48 Cont. U.S.) (truck's fuel tank capacity)	SMM	INDEFINITE	MILE	0-349 gallons \$ 1.35 350-749 gallons \$ 1.83 750-1,499 gallons \$ 2.45 1,500 or more gallons \$ 3.51
vi	Fuel Charge	FC	INDEFINITE	GALLON	Actual Cost
vii	Miscellaneous Contractor Costs (Special Charge)	SC	INDEFINITE	EACH	Actual Cost
viii	Co-Pilot (when required)	СР	INDEFINITE	HOUR	Pricing will be negotiated with vendor when required and there is an additional charge.
ix	Flight Hour Guarantee (averaged over length of hire)	GT	INDEFINITE	HOUR	Guarantee is set at four (4) hours – applies in accordance with Section C28.4

Additional Pay Items will be paid as time-and-materials items in accordance with FAR 52.212-4 Alt I.

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 in support of fire and resource management activities and other government agency work in Alaska and Hawaii. (Note: Hawaii includes the surrounding Pacific islands.) Missions may include law enforcement activities at various risk levels, as well as point-to-point transportation and special use flights. Examples of special use flights are low-level, unprepared landing area wheels, etc., as identified in the supplements (Section B.25). Operations involving aircraft in support of Government programs that require deviation from normal operating procedures, special pilot qualifications or techniques, or special aircraft requirements may necessitate additional approval procedures. This contract must NOT be utilized to obtain direct fire suppression aircraft and tactical fire support aircraft. However, this contract may be utilized to obtain logistical and reconnaissance aircraft that support fire. The Government will direct aircraft to support its missions and objectives. During the daily availability period and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, seven days per week.
- B1.2 The Government and the Contractor must establish an effective working relationship to successfully complete this contract. The Contractor employees' cooperation, professionalism, and positive attitude toward accomplishment of the mission and aviation safety are an integral element of this relationship.
- B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B2 Certifications

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

- B2.1 The Contractor must hold a current Federal Aviation Administration (FAA) <u>Air Carrier and/or as appropriate an Operating Certificate</u>. The Contractor's Operations Specifications must authorize operation of the category and class of aircraft and conditions of flight required to complete missions for the Government.
- B2.2 Aircraft used on this contract must be operated and maintained under provisions of <u>14 CFR Part 121 or 14 CFR Part 135</u>. Aircraft operated under 14 CFR Part 135 must be carried on the list required by 14 CFR 135.63 unless otherwise

authorized by the Contracting Officer (CO). Fractional-ownership aircraft must be operated under 14 CFR Part 135.

- B2.3 The aircraft must have a <u>Standard Airworthiness</u> <u>Certificate</u> issued under 14 CFR 21.183 and if required a restricted airworthiness certificate issued under 14 CFR 21.25 and 21.185 to include the special purpose of forest and wildlife conservation work. Multiple Airworthiness Certifications may be required under 14 CFR 21.187. The installation of any equipment must be Federal Aviation Administration (FAA) approved.
- B2.4 The contractor must also notify OAS of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance positions, plus any additional positions approved under 14 CFR 119.69(b).

B3 Order of Precedence (Specifications)

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

B4 Contracts and Task Orders

- B4.1 The Contractor must maintain a complete, current copy of the contract, 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 order number, authorized aircraft, performance period, etc.) in their possession prior to any flights under this contract and make this information available to Government representatives on request.
- B4.3 Electronic copies of contracts and task orders may be used, however, the contractor is responsible for ensuring that the documents are uploaded on an appropriate viewing device (e.g., laptop or tablet), which much be charged and made available at the aircraft for reference by Government representatives upon request. Further, the Contractor must agree to hold the Government harmless for any inadvertent or accidental damage to the device.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished aircraft and equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks except where specified by the manufacturer.

- B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.
- B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.
- B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

The Contractor must provide at least one fully compliant airplane that is equipped as shown below.

- B6.1 Free air temperature gauge.
- B6.2 <u>Fire extinguisher(s)</u>, as required by 14 CFR Part 135, for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.
- B6.3 One set of <u>individual lap belts</u> for each installed seat.
- B6.4 Shoulder harness and lap belt for front seat occupants. The shoulder strap and lap belt must fasten with a metal-to-metal, quick-release mechanism. Both the lap belt and shoulder strap(s) must release simultaneously with one release mechanism. Single strap shoulder harnesses must cross diagonally from one side of the body to the other. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.
- B6.5 <u>Tandem seat airplanes</u> must have lap belts and double-strap shoulder harnesses for all occupants.

B7 Avionics Requirements

- B7.1 General.
- B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI NBC-Aviation Management Avionics or at

- http://www.nifc.gov/NIICD/docs/avionics/FSAMD A24E.p df).
- B7.2 Avionics installation and maintenance standards.
- B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locater Transmitter Installations," and Chapter 3, "Antenna Installation."
- B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.
- B7.2.3 Avionics equipment mounting location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUX-FM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.
- B7.3 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.
- B7.3.2 One panel-mounted VHF-AM <u>aeronautical</u> <u>transceiver</u> (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power.
- B7.3.3 One satellite-based aircraft tracking hardware 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 Help Desk at https://www.aff.gov/help.aspx or 866-224-7677.

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

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

B7.3.5.2 AFF communications must be fully operational in all 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 AFF Help Desk can be reached at 866-224-7677 or https://www.aff.gov/help.aspx.

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.

B7.4 Other avionics.

B7.4.1 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot's PTT switch(es) must be mounted on the airplane control yoke, with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.4.1.1 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier (or equivalent).

B7.4.1.2 Earphone/microphone jacks:

B7.4.1.3 Airplanes: JJ-033 and JJ-034 jacks must be furnished at each required station.

B7.4.2 The Government may request installation of Government-furnished equipment (GFE).

B7.4.3 Automatic Dependent Surveillance – Broadcast (ADS-B). Effective January 1, 2020, all aircraft furnished must be in compliance with the applicable provisions of 14 CFR 91.225.

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

PERSONNEL REQUIREMENTS

B8 Pilot Requirements

- B8.1 The Contractor must furnish a flight crew for each day the aircraft is required to be available, except when an aircraft is offered without a pilot.
- B8.1.1 A flight crew is the minimum personnel required to operate the offered aircraft.
- B8.2 The pilot-in-command must be familiar with this contract and all applicable task orders issued under this contract.
- B8.3 The PIC must be able to provide contract and/or task order information to the COTR, OAS inspector, COR, project inspector (PI), or Government manager as requested.

B9 Pilot Qualifications

- B9.1 General
- B9.1.1 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.
- B9.1.2 Prior to pilot carding, the Contractor must submit an OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval (with supplements if requested) for each pilot offered for approval. FAA Pilot certificates and medical must be submitted to OAS for initial carding or re-submitted in the event of any certificate or medical lapse in privileges. The OAS-64A form can be found on the OAS website at http://oas.doi.gov.
- B9.1.3 For a pilot that has not been previously inspected and approved by the DOI OAS or USDA, Forest Service, the Contractor must provide in addition to the OAS-64A, a signed OAS-64C that verifies the pilot's flight time qualifications and experience. The COTR, or designated representative, will provide the Contractor a form to document this verification. This form must be completed prior to pilot inspection by DOI OAS.
- B9.1.4 This contract may require that pilots meet specific special use eligibility and requirements. Pilots who have not been previously carded for specific special use missions must receive a flight evaluation in accordance with Section

C of this contract. The flight evaluation will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

- B9.1.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM radios, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized.
- B9.2 Minimum qualifications, see the supplements in B25 for additional requirements.

The Contractor must provide a pilot(s) (except when an aircraft is offered without a pilot) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

- B9.2.1 An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate as appropriate with applicable category, class, and type rating.
- B9.2.2 Instrument rating or ATP for airplanes.
- B9.2.3 As appropriate a current first or second second-class medical certificate issued under provisions of 14 CFR Part 67.
- B9.2.4 Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135 or 121 equivalent. All pilots must meet the currency requirements of 14 CFR 61.57.
- B9.3 The PIC must meet flight time requirements of 14 CFR 135 and the following:

B9.3.1 1,500 hours Total pilot time.			
B9.3.2 1,200 hours PIC airplanes.			
B9.3.3 200 hours PIC multiengine, when applicable			
B9.3.4 25 hours PIC seaplanes, when applicable.			
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B9.3.5 250 hours PIC large airplane when applicable	e.		
(12,500 pounds certificated gross takeoff weight or more.)			
B9.3.5.1 50 hours PIC in make and model of large	ge		
aircraft to be used on this contract for passenger transport.			
(25 hours if the pilot has attended a formal training course			
for the make and model.)			
B9.3.6 100 hours PIC turbo prop airplane, who	n		
applicable.			
B9.3.6.1 50 hours PIC in make and model of turb	00		
prop airplane to be used on this contract for passenge	er		

transport. (25 hours if the pilot has attended a formal			
training course for the make and model.)			
B9.3.7 100 hours PIC jet airplane, when applicable.			
B9.3.7.1 50 hours PIC in make and model of jet			
airplane to be used on this contract for passenger transport.			
(25 hours if the pilot has attended a formal training course			
for the make and model.)			
B9.3.8 100 hours PIC in category, preceding 12			
months.			

- B9.3.9 A <u>formal training course</u> is a pilot course designed to increase the pilot's proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and OAS accepted. OAS will evaluate each course on a case-by-case basis.
- B9.4 SIC minimum qualifications, if required by the aircraft type offered.
- B9.4.1 The SIC must have at least an FAA commercial pilot certificate with an instrument rating.
- B9.4.2 The SIC must have at least a second-class medical certificate issued under provisions of 14 CFR 67.
- B9.4.3 The SIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293 or 14 CFR 121 equivalent) for the make and model offered in this contract. This flight check must be kept valid throughout the contract period.

B10 Flight Crewmembers Duty and Flight Limitations

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

- B10.1 A maximum of 14 consecutive duty hours during any assigned duty period.
- B10.1.1 The pilot(s) must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.
- B10.1.2 The pilot(s) must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.
- B10.1.3 Regardless of the above limits, pilots are expected to notify the government if they become fatigued prior to reaching the duty day limit.
- B10.2 Flight Limitations.

- B10.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.
- B10.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR, Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.
- B10.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:
- B10.2.3.1 A maximum of 8 hours flight time (10 hours flight time for a crew of two when flying point-to-point missions) during any assigned duty period.
- B10.2.3.2 A maximum of 42 hours flight time (50 hours flight time for a crew of two when flying point-to-point missions) during any consecutive 6-day period. When a pilot acquires 36 or more flight hours (42 or more flight hours for a crew of two when flying point-to-point missions) in a consecutive 6-day period, the pilot(s) will be given the following 24 hour period off duty for rest, after which a new 6-day cycle will begin.

B11 Personnel Duty Limitations

- B11.1 The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.
- B11.2 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

OPERATIONS

B12 Contractor's Reporting and Release Base

- B12.1 The Contractor's base of operations must be as stipulated in Section A2. The Government and the Contractor may agree to a different report/release base(s) at the time an order is placed.
- B12.2 If operating away from the Contractor's base of operations, additional allowances specified in Section C may apply.

B13 Pilot Authority and Responsibilities

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

- B13.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has the final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.
- B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Government.
- B13.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.
- B13.4 May not perform preventative maintenance in accordance with 14 CFR 43.3(h) unless authorized by the Contractor's FAA-issued operations specifications.
- B13.5 May function as a mechanic when the aircraft is not available due to unscheduled maintenance provided the pilot holds an A&P certificate and meets all of the mechanic qualifications required by the contractor's operations specifications.
- B13.6 Must not perform scheduled maintenance and inspections when on duty as the primary or relief pilot.
- B13.7 Will apply against the pilot's duty day limitations any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as an authorized pilot performing preventative maintenance. All time in excess of 2 hours (not necessarily consecutive) will be applied against the pilot's flight hour limitations. After 2 hours, every hour spent as a mechanic, or as an authorized pilot performing preventative maintenance, will be applied against pilot flight time limitation on a one to one basis.

B14 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA operations specifications and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under Section B2, unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B14.1 <u>Manifesting</u>. The PIC must ensure that a manifest of all crewmembers and passengers on board has been

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

- B14.2 <u>Passenger briefings</u>. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:
 - a. Aircraft hazards
 - b. Emergency locator transmitter (ELT) and location of remote activator
 - c. First aid kit
 - d. Personal protective equipment
 - e. Gear and cargo security
 - f. Water ditching procedures (when applicable)
- B14.3 <u>Day/night use.</u> Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset.
- B14.3.1 Day/night and IFR aircraft use. Single-engine airplanes with reciprocating engines must not be operated into known instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board.
- B14.4 <u>Flight plans</u>. Pilots must file and operate on an FAA, ICAO, or a DOI bureau-approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.
- B14.5 <u>Flight following</u>. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in must not exceed one-hour intervals under normal circumstances.
- B14.6 Smoking will not be allowed in the aircraft.
- B14.7 During ground operations a pilot must remain at the flight controls anytime a propulsion engine is running.

B15 Security of Aircraft and Equipment

- B15.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this contract.
- B15.2 Physical aircraft security. Any aircraft used under this contract must be physically secured and disabled via a <u>dual-lock</u> 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 antitheft 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 magneto
Keyed starter switch
Keyed master power switch
Hidden battery cutoff switches
Hidden start relay switches
Throttle/power lever lock
Mixture/fuel lever lock
Locking fuel cutoff
Locking tiedown cable

<u>Unacceptable</u> locking devices and security methods are:

Locking aircraft doors Fenced or gated parking area

B15.3 Removal and/or disabling of locking devices and methods **must be incorporated into preflight checklists** to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B16 Personal Protective Equipment (PPE) for Flight Operations

- B16.1 Personal protective equipment may be required for special use activities. See the supplements (B25).
- B16.2 Overwater operations.
- B16.2.1 <u>Life preservers (Personal Floatation Devices).</u> A life preserver shall be provided for each occupant on board the aircraft when operated over water and beyond power-off gliding distance to shore. The life preserver shall have dual inflation bladders (TSO-C13f or equal). Each life preserver must have a water-activated light attached to the vest (TSO-C85). The location of life preservers must be conspicuously marked and easily accessible to the occupants.
- B16.2.2 All occupants of single engine aircraft operated over water and beyond power-off gliding distance to shore must wear a life preserver.
- B16.2.3 When performing water takeoffs and landings, all occupants must wear a life preserver.
- B16.3 <u>Anti-exposure suits</u> must be worn in all single-engine aircraft and readily available to occupants of multiengine aircraft when conducting extended over water flight (as defined in 14 CFR 1.1) and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

B17 Special Permit Authorization for Transportation of Hazardous Materials

The Contractor may be required to transport B17.1 Such transportation shall be in hazardous materials. accordance with 49 CFR, Department of Transportation (DOT) special permit DOT-SP-9198, and the Department of the Interior (DOI)/U.S. Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide. 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. training can be completed online at http://www.iat.gov. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested. Training must be completed every 3 years.

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.

B18 Fuel and Servicing Requirements

Note: For Fuel Servicing Vehicle (FSV) Equipment and Driver Requirements see Supplement Title: Fuel Servicing Vehicle (FSV) Equipment and Driver Requirements.

B18.1 General.

- B18.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. 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), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).
- B18.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications listed in B18.1.1 and is the proper type, grade, and quantity. The Contractor must keep the fuel delivery ticket through the contract period.
- B18.2 Operations. The Contractor must ensure that:
- B18.2.1 Government personnel are not on board the aircraft during refueling operations.
- B18.2.2. 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.

- B18.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.
- B18.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.
- B18.2.5 Aircraft must not be refueled while engines are running and propellers/rotors are turning.
- B18.2.6 The Contractor must comply with 40 CFR Part 112: Oil Pollution Prevention, Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC) if applicable.

Aircraft Maintenance Requirements

B19 General – Maintenance

Note: For mechanic requested to be on-site, see Supplement **Title: ON-SITE MECHANIC** B25.10

- B19.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance preformed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR, Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.
- B19.1.1 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate contracts, to perform work on contracted aircraft are in compliance with the following:
- B19.1.2 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.
- B19.1.3 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the

manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13

B19.1.4 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft, documenting the scale readings on the weight and balance forms they provide. This actual weighing shall be completed preceding the starting date of the contract per the following schedule:

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

Note: All point-to-point aircraft are excluded from this schedule and must follow their approved 135 operations specifications.

- B19.1.5 Additional actual weighing shall be accomplished following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If documents provided are in question, the Government may require an addition weighing of the aircraft at the Contractor's expense.
- B19.1.6 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.
- B19.1.7 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

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

- B20.1 The Contractor must comply with MMSBs and FAA ADs before and during contract performance.
- B20.2 The Contractor must provide 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.

B21 Maintenance Operational Check/Flight

- B21.1 The Contractor must, at their own expense, perform an operational maintenance check/flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.
- B21.2 The Contractor must immediately notify the COTR of any change to any engine, power train, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B22 Manuals/Records

- B22.1 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.
- B22.2 If requested by the Government, the Contractor must furnish to the COTR, a copy of the Contractor's procedures manuals as outlined in 14 CFR, Part 135.21 along with any revisions made during the contract period.
- B22.3 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. The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program.

B23 Maintenance

- B23.1 All maintenance including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR, Part 43.
- B23.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.
- B23.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

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

- B24.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA- approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.
- B24.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.
- B24.3 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.

B25 Supplements

The supplements listed below and followed up in full text will be included as applicable into each Contractor contract. The supplements impose special operational equipment and personnel requirements that are in addition to the basic FW On-Call.

Contractors should check the appropriate supplement box <u>in Section A</u> for those supplements you want to be considered for under this FW On-Call (not required for point-to-point flights).

The Contractor's aircraft and pilot(s) must be inspected and approved before conducting any flights under these special use activities. When ordered for service under any of the following supplements, all requirements must be adhered to in their entirety.

Supplements by Number and Title:

- **B25.1** Off Airport Operations-Wheels
- B25.2 Reconnaissance
- B25.3 Low Level Activities
- B25.4 Glacier Skiplane Operations in Alaska
- B25.5 Mountainous Terrain
- B25.6 Extended Over-Water Operations
- B25.7 Rental of Tandem Seat Airplanes
- B25.8 Aviation Fuel Dispensing Facilities in Alaska
- B25.9 Fuel Service Vehicle
- B25.10 On-Site Mechanic
- B25.11 Airplane Ski Operations

Supplement B25.1 – Off Airport Operations-Wheels

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

B25.1.1 Definition - Off Airport: Any area used for takeoff and landing that meets one or more of the following criteria:

- Not listed in an FAA Airport/Facility Directory, the Alaska supplement, or depicted on an FAA aeronautical chart:
- b. Non-maintained airport or airstrip;
- c. A beach or gravel bar or;
- d. An airport, airstrip, or landing area where no reliable source of information regarding current conditions is available.

Note: Off-Airport locations that have been improved (removal of brush, rocks, logs, etc.) does not convert the location into an "airport" or "improved strip".

B25.1.2 Personnel Requirements

- B25.1.2.1 Airplane wheel operations on unprepared landing areas/off-airport is "special use" and pilots must be carded for Wheel Operations on Unprepared Landing Areas and Low Level (flight below 500 feet above ground level) in the make and model of airplane and in the wheel configuration utilized. Pilots will be required to demonstrate proficiency in initial and recurrent agency evaluation flights, with recurrent evaluations every 36 months. The aircraft must be approved prior to the pilot evaluation.
- B25.1.2.2 Pilots must be knowledgeable of the unprepared landing area type, i.e., beach/gravel bars, ridge tops, tundra, tidal areas, etc. This will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, etc.
- B25.1.2.3 Current conditions must be ascertained prior to landing. 14 CFR 91.103 must be complied with at all times.
- B25.1.3 Personal protective equipment (PPE). The following items must be worn by the pilot and any passengers and must be operable, properly fitting, and maintained in good repair:
- B25.1.3.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened. Wear of DoD-approved helicopter pilot helmets is encouraged.

B25.1.3.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. **Note**: Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at http://oas.doi.gov.

B25.1.4. Equipment Requirements

- B25.1.4.1 A <u>strobe light or flashing LED</u>, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.
- B25.1.4.2 Each aircraft used for off-airport operations must be equipped with tires appropriate for the surface type operated on and have heavy duty landing gear, where applicable. These tires must be installed on the aircraft prior to inspection, and will be installed during all DOI designated off-airport special use operations.
- B25.1.4.3 A <u>survival kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.
- B25.1.4.4 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for front seat occupants. Aft compartment shall have single-strap or double-strap shoulder harnesses and lap belts if manufactured for make and model offered. Shoulder straps and lap belts shall fasten with metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps shall disengage from the seatbelt when the seatbelt is released.
- B25.1.4.5 The airplane must be inspected and carded for Wheel Operations on Unprepared Landing Areas and Low Level.

Supplement B25.2 – Fire and Resource Reconnaissance

Definitions

Fire or Resource Reconnaissance: This type of reconnaissance must be conducted in aircraft flying at a distance greater than 500' from the terrain. Natural resource survey, transect type operations, utilization of specialized equipment, or missions not normally conducted in the commercial sector are examples of specific tasks that require special consideration.

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

B25.2.2 Personnel Requirements

B25.2.2.1 Pilots must be knowledgeable of all specialized mission requirements. This may include special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission.

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

B25.2.2.3 Personal protective equipment.

B25.2.2.3.1 PPE is <u>not</u> required for fire or resource reconnaissance flights conducted in fixed-wing aircraft.

B25.2.3 Equipment Requirements

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

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

Note: First aid and survival kits are not required for this supplement.

B25.2.4 Avionics Requirements – Resource Reconnaissance II

B25.2.4.1 Avionics equipment for this approval level is dependent upon the type of mission being flown and must be determined by the using bureau entity as required.

B25.2.5 Avionics Requirements – Resource Reconnaissance I

B25.2.5.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal

minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B25.2.5.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band (Comant model CI-177 or equal), with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).

B25.2.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

B25.2.6 Avionics Requirements – Fire Reconnaissance

B25.2.6.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B25.2.6.2 Two weatherproof, external, broadband antennas covering the 150-174 MHz band (Comant model CI-177 or equal), each with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location convenient to the copilot/observer and of adequate length to facilitate connection to a portable radio.

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

B25.2.6.3.1 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot when seated, have full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.

B25.2.6.3.2 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies

programmed for use under this Contract must be in the narrowband analog mode.

B25.2.6.3.3 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B25.2.6.3.4 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B25.2.6.3.5 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV. Cobham: (formerly NAT) NPX-136D-070.

Supplement B25.3 – Low Level Activities

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

B25.3.1 Flight Operations

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

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

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

B25.3.2 Personnel Requirements

B25.3.2.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue and low-level military operations such as close air support or attack missions.. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

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

B25.3.2.3 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B25.3.2.3.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened. Aviator protective helmets are not required in multiengine airplanes. Wear of DoD-approved helicopter pilot helmets is encouraged.

B25.3.2.3.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at http://oas.doi.gov.

B25.3.3 Equipment Requirements

B25.3.3.1 A strobe light or flashing LED, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light.

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

B25.3.3.3 A <u>survival kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

Supplement B25.4 - Glacier Skiplane Operations in Alaska

B25.4.1 Definition - Glacier Skiplane Operations: Takeoff and landing operations with a skiplane on glaciers.

B25.4.2 Pilot Requirements

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

B25.4.2.2 Pilots will be required to demonstrate proficiency during an initial evaluation flight, and recurrent evaluation flight every 36 months.

B25.4.3 Personal Protective Equipment (PPE). Not required.

B25.4.4 Equipment Requirements

B25.4.4.1 A <u>strobe light or flashing LED</u>, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B25.4.4.2 A <u>first aid kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.4.4.3 A <u>survival kit</u> containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft. While doing glacier operations, all items, excluding the wool blankets but including a sleeping bag, for each occupant, will be on board the aircraft.

Note: Operators of multiengine aircraft licensed to carry more than 15 passengers need carry only the food, mosquito nets, and signaling equipment at all times other than the period from October 15 to April 1 of each year, when two sleeping bags and one blanket for every two passengers shall also be carried. All of the above emergency rations and equipment requirements are the minimum requirements under current law.

Supplement B25.5 – Mountainous Terrain.

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

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

B25.5.3 Pilot Requirements

B25.5.2.1 Pilots applying for an initial pilot qualifications card with a requirement to operate within 1000 feet of the terrain in mountainous terrain must pass a Mountainous Terrain flight evaluation conducted in-accordance-with the Interagency Airplane Pilot Practical Test Standards prior to operating in mountainous terrain. Pilot experience can also be considered, as long as the pilot has at least 200 hours of actual mountain flying experience in FAA designated mountainous terrain, and can show documentation of this experience.

B25.5.2.2 Current airplane pilots who have demonstrated through other related flight evaluations (i.e. a Low Level Flight evaluation in the mountains) that they meet the standards found in the Interagency Airplane Pilot Practical Test Standards for Mountainous Terrain will be grandfathered in without the requirement for a Mountainous Terrain flight evaluation.

B25.5.2.3 The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.

Supplement B25.6 Extended Over-Water Operations.

B25.6.1 Definitions

B25.6.1.1 **Extended Over-Water Operations.** An operation; i.e marine mammal survey, over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline.

B25.6.2 Certifications

- B25.6.2.1 The Contractor must provide evidence of FAA authorization for Class II navigation and authorization for operation in the proposed survey area.
- B25.6.2.2 All International Civil Aviation Organization (ICAO) procedures and FAA regulations must be complied with, when applicable; i.e. Oceanic Flights.

B25.6.3 Aircraft Requirements

- B25.6.3.1 Aircraft must be multiengine.
- B25.6.3.2 Aircraft must be certified for IFR.
- B25.6.3.3 Aircraft shall be capable of a survey speed of 100 knots. The survey speed shall not be greater than power-off stall speed +30% (clean configuration/no gear/flaps) at MGTW. VMC shall be at least 10 knots below the survey speed in this configuration.
- B25.6.3.4 Aircraft endurance shall be 4 hours with an additional 45 minute reserve at 120 knots at sea level.
- B25.6.3.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 feet operational altitude). This is minimum TAS.

B25.6.4 Equipment Requirements

- B25.6.4.1 (For low level operations). A strobe light or flashing light emitting diode (LED) is required, with either a white or half-white and half-red lens mounted on top of the aircraft or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.
- B25.6.4.2 A <u>first aid kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.
- B25.6.4.3 A <u>survival kit</u> containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.
- B25.6.4.4 If additional fuel is required to meet the endurance requirements of the order, the Contractor shall furnish an FAA-approved auxiliary fuel tank system.

B25.6.4.5 <u>Life raft</u>. The life raft(s) specified by 14 CFR Part 135.167 or Part 121.339 shall be approved under TSO-C70a Type I and shall be a multiple-tube design that provides full floor support in case one of the tubes fails. The rated capacity shall be equal to or greater than the total occupants of the aircraft. The raft(s) shall be carried in the main passenger cabin, readily accessible to the passengers and readily accessible for deployment from the main cabin door. The life raft shall contain a 406 MHz ELT. All additional equipment requirements of 14 CFR 135.167 shall be included.

B25.6.5 Avionics Requirements

- B25.6.5.1 One communication system compatible with bureau flight following requirements; i.e., satellite phone, VHF/FM radio, or similar system.
- B25.6.5.2 Two panel-mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver systems with a minimum of 720 receive channels 118.000 to 135.975 MHz in 25 KHz increments and a minimum of 5 watts transmit carrier power.
- B25.6.5.3 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.
- B25.6.5.4 One glideslope system with 20 receiver channels.
- B25.6.5.5 One marker beacon receiver system with a three-light indicator.
- B25.6.5.6 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215(a) and tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one year period preceding the start or renewal date of the contract.
- B25.6.5.7 (For low level operations). One radar altimeter that includes a decision height warning system including both visual (light) and audible warning indications. The warning system must provide aural warning to the pilot through headphones.
- B25.6.5.8 At least one IFR Global Positioning Systems (GPS) meeting the following requirements:
- B25.6.5.8.1 The GPS's shall be capable of coupling to the aircraft autopilot system.
- B25.6.5.8.2 One panel-mounted GPS's shall be permanently installed in the aircraft in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS's shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS's must be

approved for IFR and have the current aviation data base installed.

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

B25.6.5.8.4 The Contractor shall install, in the aircraft, an Underwater Acoustic Beacon (Dukane Model DK-100 or equal). The beacon shall be installed and maintained in accordance with the manufacturer's specifications and each 6-month testing shall be documented in the aircraft's maintenance record.

B25.6.6 Pilot Requirements

B25.6.6.1 Pilots shall display evidence of experience in using all equipment specified. (GPS, satellite phone, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

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

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

B25.6.6.2.2 Install waypoint coordinates.

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

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

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

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

- a) 75 hours Actual or simulated instrument flight time (including 50 hours in flight).
- b) 500 hours Cross-country.
- c) 200 hours Low level flight (below 500 feet AGL) in airplanes performing fire retardant drops, dispensing agricultural materials, paracargo drops, wildlife surveys or low level military operations such as close air support or attack missions. If flights are conducted above 500 feet AGL, low level PIC time is not required.
- d) 10 hours PIC in class in the last 60 days.
- e) 5 hours Total time in make and model, within the preceding 30 days.

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

B25.6.7 Personal Protective Equipment (PPE)

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

B25.6.7.2 Fire resistant clothing, gloves and boots required for low level (see B25.3) is not required for low level (less than 500 feet above the surface) oceanic survey.

Supplement B25.7 - Rental of Tandem Seat Airplanes

B25.7.1 Definitions - The use of tandem seat airplanes will be considered special use and all services will be acquired and operated under this supplement. The ever-present possibility of overloading these aircraft to accomplish the day-to-day flight operations requires that inspection and approval of each aircraft and pilot be accomplished prior to use.

Low Level: Any flight less than 500 feet from the surface. (Not including takeoff and landing.)

B25.7.2 Flight Operations

B25.7.2.1 Low level flight may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

B25.7.2.2 A Project Weight and Balance Calculation worksheet shall be prepared prior to flight. This form shall be updated whenever mission requirements change the previous calculation.

B25.7.3 Pilot Requirements

B25.7.3.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue, and low level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B25.7.3.2 Pilots must show evidence of experience in low level operations and be knowledgeable of all specialized mission requirements. This may include low level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B25.7.3.3 Personal protective equipment (PPE) shall be worn by the pilot during all flights. See Supplement B25.3, Low Level Activities, for requirements.

B25.7.4 Aircraft Requirements

B25.7.4.1 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for both occupants. Shoulder straps and lap belts shall fasten with metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps

shall disengage from the seatbelt when the seatbelt is released.

B25.7.4.2 PA-18 aircraft must have minimum certificated gross weight of 2,000 pounds.

Supplement B25.8 – Aviation Fuel Dispensing Facilities in Alaska

B25.8.1 Fuel and Servicing Requirements: General.

B25.8.1.1 Aviation fuel must be approved for use by the airframe and engine manufacturer. Aviation fuel must meet American Society for Testing and Material (ASTM) specifications (ASTM D-1655 (Jet A, A-1, or B), ASTM-D-910 (100LL).

B25.8.1.2 Contractors receiving fuel from distributors must validate and document fuel delivered meets the color and API gravity specifications applicable to the specific fuel requested. The specific ASTM applicable to each fuel grade contains data pertaining to appearance (color) and API gravity. Fuel delivery tickets should have the API gravity annotated on them by fuel distributors. Contractors must perform API gravity tests when delivery tickets do not have a documented API gravity or when doubt exists about fuel quality. API gravities must fall within prescribed ranges detailed in the applicable specification. Fuel delivery tickets and testing results must be kept with the fuel dispensing facility for 30 days. The API Gravity range for JET A is 37-51. The API Gravity Range for 100 LL is 64-75.

B25.8.1.3 Fueling operations, including storage and handling, must comply with the airframe and engine manufacturer's recommendations, applicable FAA standards and *National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing.* NFPA 407 can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage/dispensing facilities are the Contractor's responsibility.

B25.8.1.4 Contractors must have a fuel quality assurance program based on requirements contained in the equipment manufacturer's operating instructions and *Air Transportation Association Specification 103: Standard for Jet Fuel Quality Control at Airports*.

B25.8.5 Contractors must complete an Aircraft Refueling System Questionnaire. The questionnaire will be transmitted to the email address provided by the contractor. The completed questionnaires should be emailed to charles mathwig@ios.doi.gov The OAS fuels quality assurance specialist will review questionnaires for completeness. The questionnaires will be utilized to prioritize inspections. A review of questionnaire answers will allow inspector preparation in advance of physical onsite inspections. The completed questionnaires will be filed in the contractor's folder.

B25.8.6 Contractors must supply digital photos of critical fuel system components. The specific components are fuel filter, refueling nozzle, cargo tank, sump drain, and servicing hose. The digital photos should be emailed to

<u>charles mathwig@ios.doi.gov.</u> The photos will be filed in the contractor's folder.

B25.8.7 Contractors must complete and document daily when used fuel system inspections. A sample inspection form has been included as an attachment for use by contractors not having established inspection forms.

B25.8.2 Aviation Fuel Dispensing Facility: General

B25.8.2.1 As stated in the contract terms and conditions of the document, the Contractor must comply with all applicable Federal, State, and local laws. Spill Prevention Control and Countermeasures Plans (SPCC) are required when conditions warrant implementation.

B25.8.2.2 The Contractor must supply a fuel dispensing facility when necessary to support operations. The fuel dispensing facility must be inspected and approved by the Government. The contractor must maintain a file containing fuel facility inspection reports. The approval/inspection report is an indication the facility meets the equipment requirements of this procurement. DOI passengers may request a copy of the inspection report to review system condition prior to mission accomplishment.

B25.8.2.3 Fuel dispensing facilities must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B25.8.2.4 Horizontally positioned bulk aviation fuel dispensing tanks should be sloped at a 1 to–20 ratio to prevent water accumulation at the dispensing pump suction point. Tank dispensing drop tubes should be set at a height of 3-6 inches from tank bottoms to prevent water/particulate siphoning during dispensing operations.

B25.8.2.5 Tanks should be sumped or gauged with water finding paste daily when used. Detected water levels greater than $\frac{1}{4}$ inch shall be removed. The daily sumping shall be documented on a contractor developed checklist/form.

B25.8.2.6 Fuel dispensing pumps, regardless of power source, must be listed for use with petroleum products. Note: UL 79 is a listing for Petroleum Transfer Pumps.

B25.8.2.7 Filter and pump sizes must be sized appropriately to prevent filter over-pressurization and subsequent rupture. The fuel dispensing facility must, at a minimum, provide a 10-gallon-per-minute flow rate measured at the nozzle.

B25.8.3 Fuel Dispensing Facility: Equipment

B25.8.3.1 Each fuel dispensing facility must have at minimum one <u>fire extinguisher</u>, having a rating of at least

20-B:C. Extinguishers must meet NFPA 10: Standards for Portable Fire Extinguishers. Extinguisher inspection & maintenance frequencies established in NFPA 10 shall be accomplished.

B25.8.3.2 Fuel dispensing hoses shall be Energy Institute (EI)/American Petroleum Institute (API) 1529 Type C compliant no later than 2 years after contract award. Hoses changed for cause prior to 2 year period shall be replaced with hoses API 1529 Type C compliant hoses. EI/API 1529 Type CT hoses should be used in cold weather climates. Hoses shall be maintained in accordance with NFPA 407 and EI/API Bulletin 1529.

B25.8.3.3 Closed circuit refueling operations require the use of a deadman control. The overwing nozzle acts as a deadman control during overwing servicing operations.

B25.8.3.4 Aircraft refueling <u>nozzles</u> must include a 100-mesh or finer screen, and a dust cover. Nozzle hold-open devices are not permitted on overwing nozzles. If aircraft have bonding points in the vicinity of the fuel port(s) the nozzle must have a bonding with clip to allow bonding prior to fuel cap removal.

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

B25.8.3.5 An accurate <u>fuel-metering device</u> for registering quantities in U.S. gallons of fuel pumped must be provided.

B25.8.3.6 Fuel dispensing facilities must have a bonding cable with clip/plug to allow system-to-aircraft bonding stipulated in NFPA 407.

B25.8.3.7 Fuel dispensing facilities vehicles must have enough petroleum product absorbent <u>pads</u> or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR, Parts 261 and 262).

B25.8.4 Fuel Dispensing Facility: Filtering System

B25.8.4.1 Filtration must be sized to withstand fuel system pressures and flow rates.

B25.8.4.2 The filter manufacturer's operating, installation, and service manual must be with the fuel servicing facility. The manufacturer's operating instructions related to filter change out criteria must be adhered to.

B25.8.4.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 <u>Specifications and Qualifications</u> <u>Procedures for Aviation Jet Fuel Separators</u> or EI

Specification 1583 <u>Laboratory Tests and Minimum Performance Levels for Aviation Fuel Filter Monitor.</u>
Contractors should consult with filter manufactures data to determine compatibility.

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

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

B25.8.4.4 The filter vessel must be placarded indicating the filter change date. Filters changes are required annually unless contamination buildup requires earlier change outs. Spare filters must be available to allow periodic and emergency filter changes.

B25.8.4.5 Differential pressure gauges must be installed on refueling systems operating at 25 psi or above.

B25.8.4.6 If equipped with a drain, the bottom of the filter assembly must be mounted to allow room for draining and pressure flushing into a container. If the unit is equipped with a water sight gauge, the balls must be visible. Filters vessel sumps shall be drained daily to remove accumulated water and particulate. Sump samples should be taken in white buckets and analyzed visually to ensure contamination removal.

B25.8.4.7 A spare filter, seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area located at the fuel dispensing facility.

B25.8.4.8 API/EI 1583 filtration shall not be used with jet fuel containing FSII/Prist unless the FSII/Prist is injected downstream of filtration.

B25.8.5 Fuel Servicing Facility: Markings

B25.8.5.1 Each fuel dispensing facility shall have NO SMOKING signs posted to eliminate smoking within 50' of dispensing operations.

B25.8.5.2 Each fuel dispensing facility shall have fuel grade markings at fuel receipt and dispensing points. Storage tanks shall have fuel grade markings on the tank sides and ends.

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

B25.8.6 Fuel Servicing Facility: Operations

B25.8.6.1 Government personnel must not be involved with refueling of contract aircraft. Passengers shall not be on board the aircraft during aircraft refueling operations.

B25.8.6.2 Smoking is prohibited within 50 feet of the fuel facility receipt and dispensing operations.

 $B25.8.6.3\;$ Rapid/ hot refueling operations are not allowed on this contract.

Supplement B25.9 - Fuel Servicing Vehicle Equipment Requirements

B25.9.1 General

B25.9.1.1 Fuel servicing vehicles must meet 49 CFR requirements when transporting placarded amounts of hazardous materials over State of Alaska road systems. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information. The following requirements pertain to mobile equipment that is driven into the servicing position and re-positioned after dispensing operations are completed. Fuel service vehicles that are used as fixed fuel dispensing systems shall meet the requirements of fixed fuel systems.

B25.9.1.2 The vehicle must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B25.9.1..3 Aviation fuel tanks must be securely fastened to the vehicle bed. Tanks should have low point sump and drains that allow water/particulate contamination accumulation and removal during daily preventative maintenance. The sump shall be drained daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. Tanks that don't have sump drains shall be gauged for water daily when used. water detected greater than ½ inch shall be removed. Tank gauging /sumping should be accomplished after fuel deliveries.

B25.9.1.2.4 A 10-gallon-per-minute (gpm) flow rate measured at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the aircraft being serviced

B25.9.1.2.5. All fuel transfer pumps must be designed for dispensing fuel. Gasoline engine powered pumps must have a shielded ignition system with a flame and spark arresting exhaust system, and a metal shield between the engine and pump. The pump seals must be fuel compatible. Pump impellers should be non-sparking. ITT Marlow and Gorman Rupp manufactured UL listed pumps have the above listed attributes. Terminal connections on electrically-powered pumps must be insulated to prevent sparking in the event of contact with conductive material.

B25.9.2 Equipment

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

B25.9.2.1 Refueling equipment specifically designed for aircraft refueling operations must have two 20-B:c fire extinguishers meeting NFPA 407 requirements. Refueling equipment not specifically designed as aircraft refueling

equipment must have one <u>fire extinguisher</u>, having a rating of at least 20-B:C₇. Extinguishers located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Fire extinguishers must be maintained in accordance with provisions of *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*.

B25.9.2.3 Fuel hose shall meet Energy Institute (EI) (formerly API) 1529 Aviation Fueling Hose and Hose Assemblies qualifications within 2 years of contract start. In service hoses changed for cause prior to the 2 year deadline shall be replaced with EI 1529 Type C hoses. Hoses with manufacturer's "Aviation Fuel" markings are acceptable. Fuel dispensing hoses must be free of damage or cracks that expose underlying cord and kept in good repair.

B25.9.2.4 Closed circuit / pressurized <u>fuel nozzles</u> must include a 100-mesh or finer screen and a dust protective device.. Open port/splash nozzles require a bonding wire with clip, 100 mesh screen, and dust cover. Nozzle holdopen devices are not permitted.

B25.9.2.5 One properly functioning <u>fuel-metering device</u> for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft.

B25.9.2.6 Fuel servicing vehicles shall have adequate bonding <u>cables</u> which must be utilized in accordance with NFPA 407: Standard for Aircraft Fuel Servicing.

B25.9.2.7 A sufficient supply of petroleum product absorbent <u>pads</u> or materials to absorb or contain a 5-gallon petroleum spill must be kept on hand. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B25.8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For open port/splash refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle

Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B25.9.3 Filtering System

B25.9.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B25.9.3.2 The filter manufacturer's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B25.9.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified

compliant with EI 1581 <u>Specifications and Qualifications Procedures for Aviation Jet Fuel Separators</u> or EI Specification 1583 <u>Laboratory Tests and Minimum Performance Levels for Aviation Fuel Filter Monitors.</u>
Contractors should consult with filter manufactures data to determine compatibility.

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

B25.9.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B25.9.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B25.9.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Dual gauge installations must have a placard showing the max allowable differential pressure for their filter system. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufacturer's recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B25.9.3.7 If the filter vessel assembly has a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B25.9.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B25.9.4 Markings

B25.9.4.1 Each vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle.

B25.9.4.2 Each vehicle must be conspicuously and legibly marked to indicate the fuel grade/type. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as

Avgas by grade or jet fuel by type. Examples are: Jet-A white-on-black background or Avgas 100 white-on-green background.

B25.9.5 Fuel and Servicing Requirements

B25.9.5.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) ASTM D-1655 (Jet A, A-1, or B) or ASTM D-910 (100LL) specifications are authorized for use. Contractors must ensure bulk fuel obtained directly from distributors meets the specifications. The Contractor must keep the fuel delivery ticket through the period.

B25.9.6 Fueling Operations

B25.9.6.1 The NFPA fuel-handling handbook must be used as a guide. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.9.6.2 Government personnel shall not be involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.6.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

Supplement B25.10 - On-Site Mechanic

B25.10.1 Mechanic Requirements

B25.10.2 The Contractor must provide, in addition to a pilot and fuel vehicle driver, a mechanic who is onsite and immediately available to service and inspect the contract aircraft at the designated base of operations. The mechanic may also serve as the aircraft fuel servicing vehicle driver, however; must also meet all requirements of B22.5.32 and B22.5.33.

B25.10.3 Mechanic Qualifications

B25.10.4 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 Contracting Officer's Technical Representative (COTR). The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

B25.10.5 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.

B25.10.6 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B25.10.7 Twelve months experience as an A&P mechanic or foreign equivalent certificate in maintaining similar aircraft (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B25.10.8 Maintained a aircraft of the same make and model as the contract aircraft under "field" conditions for at least one full season. (A mechanic who has maintained the same aircraft away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B25.10.9 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service-or DOI Office of Aviation Services-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 a aircraft of the same make and model as the contract aircraft.

B25.10.10 The contractor will provide the COTR or their designated representative with a completed OAS-41 Aircraft Maintenance Personnel, for each mechanic provided under paragraph B25.10. 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...

B25.10.11 Mechanic Duty Limitations

B25.10.11.1 Mechanics must not exceed the following duty time limitations:

B25.10.11.2 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B25.10.11.3 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B25.10.11.4 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated, or any other time of a commercial nature whether compensated or not.

B25.10.11.5 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B25.10.11.6 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

Supplement B25.11 Skiplane Operations

- B25.11.1 Definitions This supplement is applicable to operations with an airplane equipped with straight skis, penetration wheel skis and wheel skis.
- B25.11.2 Personnel Requirements B25.11.2.1 Currency Pilots must have three take-offs and three landings to a full stop in a skiplane in the preceding 90 days prior to carrying passengers in a skiplane.
- B25.11.2.2 Pilots must have documented training or experience in skiplane operations.
- B25.11.2.3 An initial flight evaluation is required for contract pilots. With documented skiplane experience this initial flight evaluation may be waived at the pilot inspector's discretion.

B25.11.3 PPE Requirement - No PPE required for skiplane operations in and of itself.

SECTION C - CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

All Offerors must comply with the following FAR, DIAR, and AQD provisions and clauses which apply to this acquisition:

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

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

Provisions and clauses Incorporated by reference

52.212-4 Contract Terms and Conditions-Commercial Items (Jan 2017) 52.212-4 Alt I (Jan 2017) 52.204-4 Printed or copied Double-sided on recycled paper (May 2011) 52.242-13 Bankruptcy (Jul 1995)

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

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 2017)

- (a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (3) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ⊠(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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.)
\boxtimes (4) 52.204-10, Reporting Executive
Compensation and First-Tier Subcontract Awards (OCT
2016) (Pub. L. 109-282) (31 U.S.C. 6101 Note).
\square (5) [Reserved].
(6) 52.204-14, Service Contract Reporting
Requirements (OCT 2016) (Pub L 111-117, section 743
of Div C).
∑(7) 52.204-15, Service Contract Reporting
Requirements for Indefinite-Delivery Contracts (OCT
2016) (Pub L 111-117, section 743 of Div C).
[(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors
Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment (OCT
2015) (31USC 6101 note).
\boxtimes (9) 52.209-9, Updates of Publicly Available
Information Regarding Responsibility Matters (JUL
2013) (41 U.S.C.2313)
\square (10) Reserved.
[11] 52.219-3, Notice of HUBZone Set-Aside or
Sole-Source Award (NOV 2011) (15 U.S.C 657a).
(12) 52.219-4, Notice of Price Evaluation
Preference for HUBZone Small Business Concerns
(OCT 2014) (if the offeror elects to waive the preference,
it shall so indicate in its offer) (15 U.S.C. 657a).
(ii) Alternate I (JAN 2011) of 52.219-4.
\square (13) [Reserved]
∑(14) (i)52.219-6, Notice of Total Small Business
Set-Aside (NOV 2011)(15 U.S.C. 644).
(ii) Alternate I (NOV 2011).
☐(iii) Alternate II (NOV 2011).
[15] (i) 52.219-7, Notice of Partial Small
Business Set-Aside (JUNE 2003)(15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004 of 52.219-7.
∑(16) 52.219-8, Utilization of Small Business
Concerns (NOV 2016)(15 U.S.C. 637 (d)(2) and (3)).
[17)(i) 52.219-9, Small Business Subcontracting
Plan (JAN 2017)(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.
T(:) A1: (III (NOVI 2016) 552 210 0
\square (iv) Alternate III (NOV 2016) of 52.219-9.
(iv) Alternate III (NOV 2016) of 52.219-9. (v) Alternate IV (NOV 2016) of 52.219-9. (18) 52.219-13, Notice of Set-Aside of Orders
(v) Alternate IV (NOV 2016) of 52.219-9. (18) 52.219-13, Notice of Set-Aside of Orders
(v) Alternate IV (NOV 2016) of 52.219-9. (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)).
(v) Alternate IV (NOV 2016) of 52.219-9. (18) 52.219-13, Notice of Set-Aside of Orders
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). ☐(20) 52.219-16, Liquidated Damages —
□(v) Alternate IV (NOV 2016) of 52.219-9. □(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). □(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). □(20) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C.
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). ☐(20) 52.219-16, Liquidated Damages —
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). ☐(20) 52.219-16, Liquidated Damages — Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). ☐(20) 52.219-16, Liquidated Damages — Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)). ☐(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
☐(v) Alternate IV (NOV 2016) of 52.219-9. ☐(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)). ☐(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)). ☐(20) 52.219-16, Liquidated Damages — Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)). ☐(21) 52.219-27, Notice of Service-Disabled

(3) 52.203-15, Whistleblower Protections Under

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\square (22) 52.219-28, Post Award Small Business	(ii) Alternate I (MAY 2008) of 52.223-9 (42
Program Representation (JUL 2013) (15 U.S.C.	U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition
632(a)(2).	of commercially available off-the-shelf items.)
\square (23) 52.219-29 Notice of Set-Aside for	(38) 52.223-11, Ozone-Depleting Substances and
Economically Disadvantaged Women-Owned Small	High Global Warming Potential Hydrofluorocarbons
Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C	(JUN 2016) (E.O. 13693).
639(m)).	\square (39) 52.223-12, Maintenance, Service, Repair, or
(24) 52.219-30 Notice of Set-Aside for Women-	Disposal of Refrigeration Equipment and Air
	Conditioners (JUN 2016) (E.O. 13693).
Owned Small Business (WOSB) Concerns Eligible	
Under the WOSB Program (DEC 2015) (15 U.S.C	(40)(i) 52.223-13, Acquisition of EPEAT®-
639(m)).	Registered Imaging Equipment (JUN 2014) (E.O. 13423
\square (25) 52.222-3, Convict Labor (JUNE 2003) (E.O.	and 1351 <u>4</u>).
1175 <u>5</u>).	(ii) Alternate I (OCT 2015) of 52.223-13.
\square (26) 52.222-19, Child Labor-Cooperation with	\square (41)(i) 52.223-14, Acquisition of EPEAT®-
Authorities and Remedies (OCT 2016) (E.O. 13126).	Registered Television (JUN 2014) (E.O. 13423 and
\boxtimes (27) 52.222-21, Prohibition of Segregated	13514).
Facilities (APR 2015).	(ii) Alternate I (JUN 2014) of 52.223-14.
\boxtimes (28) 52.222-26, Equal Opportunity (SEPT 2016)	(42) 52.223-15, Energy Efficiency in Energy-
(E.O. 11246).	Consuming Products (DEC 2007) (42 U.S.C. 8259b).
\boxtimes (29) 52.222-35, Equal Opportunity for Veterans	
(OCT 2015)(38 U.S.C. 4212).	Registered Personal Computer Products (OCT 2015)
\boxtimes (30) 52.222-36, Equal Opportunity for Workers	(E.O. 13423 and 13514).
with Disabilities (Jul 2014) (29 U.S.C. 793).	(ii) Alternate I (JUN 2014) of 52.223-16.
\boxtimes (31) 52.222-37, Employment Reports on Veterans	\boxtimes (44) 52.223-18, Encouraging Contractor Policies
(OCT 2015) (38 U.S.C. 4212).	to Ban Text Messaging While Driving (Aug 2011) (E.O.
\boxtimes (32) 52.222-40, Notification of Employee Rights	13513).
Under the National Labor Relations Act (DEC	\Box (45) 52.223-20, Aerosols (JUN 2016) (E.O.
2010)(E.O. 13496).	13693).
\boxtimes (33)(i) 52.222-50, Combating Trafficking in	(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
Persons (MAR 2015)(22 U.S.C. chapter 78 and E.O.	(47)(i) 52.224-3, Privacy Training (JAN 2017) (5
13627).	U.S.C. 552a).
(ii) Alternate I (MAR 2015) of 52.222-50 (22	(ii) Alternate I (JAN 2017) of 52.224-3.
U.S.C. chapter 78 and E.O. 13627).	
<u> </u>	(MAY 2014) (41 U.S.C. chapter 83).
Verification (OCT 2015) (Executive Order 12989). (Not	(49)(i) 52.225-3, Buy American Act - Free Trade
applicable to the acquisition of commercially available	Agreements-Israeli Trade Act (MAY 2014) (41U.S.C.
off-the-shelf items or certain other types of commercial	chapter 83, 19U.S.C. 3301 note, 19U.S.C. 2112 note,
items as prescribed in 22.1803.)	19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-
\square (35) 52.222-59, Compliance with Labor Laws	182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-
(Executive Order 13673) (OCT 2016) (Applies at \$50	169, 109-283, 110-138, 112-41, 112-42 and 112-43).
million for solicitations and resultant contracts issued	(ii) Alternate I (May 2014) of 52.225-3.
from October 25, 2016 through April 24, 2017; applies at	(iii) Alternate II (May 2014) of 52.225-3.
\$500,00 for solicitations and resultant contracts issued	(iv) Alternate III (May 2014) of 52.225-3
after April 24, 2017.)	(50) 52.225-5, Trade Agreements (OCT 2016)(19
Note to paragraph (b)(35): By a court order issued	U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
on October 24, 2016, 52.222-59 is enjoined indefinitely	∑(51) 52.225-13, Restriction on Certain Foreign
as of the date of the order. The enjoined paragraph will	Purchases (JUNE 2008) (E.O's, proclamations and
become effective immediately if the court terminates the	statutes administered by the Office of Foreign Assets
injunction. At that time, GSA, DoD and NASA will	Control of the Department of the Treasury).
publish a document in the Federal Register advising the	\square (52) 52.225-26, Contractors Performing Private
public of the termination of the injunction.	Security Functions Outside the United States (OCT
(36) 52.222-60, Paycheck Transparency	2016) (Section 862, as amended, of the National Defense
(Executive Order 13673) (OCT 2016).	Authorization Act for Fiscal Year 2008; 10U.S.C. 2302
\square (37)(i) 52.223-9, Estimate of Percentage of	Note).
Recovered Material Content for EPA-Designated	(53) 52.226-4, Notice of Disaster or Emergency
Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).	Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
(Not applicable to the acquisition of commercially	\Box (54) 52.226-5, Restrictions on Subcontracting
available off-the-shelf items.)	Outside Disaster or Emergency Area (NOV 2007)
aranaole off the shell items.)	(42.U.S.C. 5150)
	(¬2.0.3.0. 3130)

SECTION C - CONTRACT TERMS AND CONDITIONS \square (55) 52.232-29, Terms for Financing of Purchases

- of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). \square (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \boxtimes (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- \square (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(c)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \boxtimes (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ∑(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- \boxtimes (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \boxtimes (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. 351, chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \square (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (MAY 2014) (41U.S.C. chapter 67).
- \boxtimes (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13658 (JAN 2017) (E.O. 13706),
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792),

- \square (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, 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 is successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition on Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015)(22 U.S.C. chapter 78 and E.O. 13627).
- [iii] Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (MAY 2014) (41U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014) (41U.S.C. chapter 67.).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015).
- (xvi) 52.222-55, Minimum Wage Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,00 for solicitations and resultant contracts issued after April 24, 2017.)
- **Note to paragraph** (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.

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

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (52.212-4(a)), the following is added

C3.1 Inspection Scheduling and Process

C3.1.1 At the time of contract award, the minimum guarantee will be satisfied via ordering of the initial inspection via official letter to the contractor directing them to contact the COTR to schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. Should option years be exercised, the vendor shall contact the COTR for the annual inspection, upon receipt of the modification exercising the option period. Aircraft inspections will only be conducted for aircraft that are approved for use on this contract. One PIC, and/or SIC (if applicable), will be inspected per each approved aircraft. Additional PIC's and/or SIC's may be inspected on a case by case basis, if requested by the contractor. OAS cards will only be issued for approved aircraft and pilots on this contract. The Office of Aviation Services cannot inspect and issue aircraft and pilot cards for non-federal contracts requiring OAS carding; i.e. state agencies and oil and gas companies.

This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday,

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

- C3.1.2 Prior to an evaluation flight and/or OAS card being issued, the Contractor shall annually submit the following documentation to the OAS Alaska Regional Office (AKRO) for each requested pilot:
- -Completed OAS 64A.
- -Current FAA medical certificate.
- -Current FAA check ride (FAA 135.293 (a) and (b) in each category and class, and at least a .293 (a) (knowledge) in every make/model of aircraft to be used on contract, as well as 135.299 and 135.297 with a current .297 (g) if autopilot is to be used/single pilot IFR).
- -Front and back copy of FAA pilot's certificates.
- C3.1.3 The above information applies to both special use and point to point operations. Special use pilot evaluations will be scheduled and conducted by an approved OAS Pilot Inspector. An approved U.S. Forest Service (USFS) Pilot Inspector may be utilized if OAS AKRO is notified prior to scheduling the evaluation. If the contractor's pilot has been previously issued an OAS card, the contractor shall provide all the above information NO LATER THAN 30 DAYS and NO EARLIER THAN 60 DAYS prior to the expiration date on the OAS card. Any information received outside of this time frame, including expired/soon to expire copies of FAA check rides and medical certificates, may result in a delay in the contractor's pilot being carded.
- C3.1.4 Aircraft special use inspections will include an on-site physical inspection of the aircraft and applicable maintenance records. These inspections will be scheduled and conducted by an approved OAS Maintenance Inspector. An approved USFS Maintenance Inspector may be utilized if OAS AKRO is notified prior to scheduling the inspection.
- C3.1.4.1. Pilots and aircraft currently carded by the USFS **may** be approved for use by OAS. Prior to approval, however, OAS must receive all pertinent USFS aircraft and/or pilot inspection documentation before an approval can be issued by OAS. This documentation must be provided to OAS NO LATER THAN 14 DAYS PRIOR TO ANTICIPATED USE. Under no circumstances is a DOI agency authorized to issue an order for a USFS carded aircraft or pilot that has not been approved and carded by OAS.

- C3.1.5 Point to point aircraft are typically not inspected physically, although OAS reserves the right to conduct such an inspection. For all point to point aircraft not physically inspected by OAS, the following information must be submitted to OAS AKRO for each approved aircraft NO LATER THAN 1 FEBRUARY of the calendar year for the intended initial use of the aircraft.
- -FAA Operations Specifications sections A, B, C, and D. -A copy of the contractors General Operations Manual (GOM).
- -Insurance verification for the number of passenger seats the specific aircraft is insured for.
- -Weight and Balance and Equipment List for each aircraft.

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

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

- C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.
- C3.2.1 The Contractor must notify the CO, the COR, and the COTR when an action has been imposed by the FAA on the operator's certificate or on any pilot or aircraft carded under this contract. The Contractor must also notify the COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).
- C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card Fuel Service Vehicle, and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.
- C3.3.1 The DOI aircraft data card is kept in the aircraft and available for inspection at all times.
- C3.3.2 The DOI pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

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

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

C3.4.1 Failure to have an originally offered aircraft presented for inspection within 60 days after notice for an inspection may result in removal of the aircraft from the contract.

C3.4.2 When an aircraft has not flown under a DOI issued task order within a 12 consecutive month timeframe, the card may be revoked and aircraft removed from the contract.

C3.5 Equipment

C3.5.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

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

C3.6 Personnel

Award of this contract was made in part by the Contractor's offer of specific personnel and or skill levels and experience offered to perform the required services. Such personnel are considered to be essential to the work to be performed. The Contractor hereby agrees to furnish those personnel in the performance of this contract. Prior to diverting the specified individuals to other projects or programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer.

Replacement personnel shall meet or exceed the skill, experience and knowledge required to meet the contract specification minimums as set forth in Section B. A complete resume, equal to the detail provided in the Contractor's original proposal shall be submitted for any proposed substitutions. The Contracting Officer shall determine acceptability of a replacement.

Personnel will be identified on OAS-68 inspection forms under this contract.

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

C3.6.1.1 The COTR's representative may conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, performance charts, density considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

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

C3.6.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.1.4 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Airplane Wheeled Operations on Unprepared/Off Airport Landing Areas Airplane Ski Operations Fire and Resource Reconnaissance

Low Level Activities High Altitude Glacier Operations Mountainous Terrain Extended Overwater Operations

- C3.7 (**If applicable**) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.
- C3.8 Adding/Removing Personnel, Aircraft, or Equipment
- C3.8.1 The contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet contract specifications and be subject to inspections and approvals identified herein prior to use. The contractor must submit a written request for inspections of pilot substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests for aircraft substitution must be submitted to the CO for approval prior to inspection. The CO may issue a bilateral modification prior to submitting a request to the COTR for inspection scheduling. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule.
- C3.8.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.
- C3.8.3 The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section
- C3.9. After the first 120 calendar days, the Government will, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one inspection per quarter.
- C3.8.4 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)).

C3.9 Reinspection Expenses

- C3.9.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.
- C3.9.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C4 52.212-4(k)Taxes

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

Federal Airport and Airway Excise Taxes Fuel Taxes

Transportation Taxes (passengers and cargo)

C5.1 Aircraft Use Report

- C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23/23E form or other form as directed by the CO. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO.
- C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be submitted with the applicable Aircraft Use Report or other form as directed by the CO. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.
- C5.3 Aircraft Use Reports or other form as directed by the CO are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.
- C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission or other form as directed by the CO.

C5.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 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.

C5.3 Providing Accelerated Payments to Small Business Subcontractors (52.232-40 DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items

GENERAL CONTRACT TERMS AND CONDITIONS

C6 Type of Contract (52.216-1 APR 1984). The Government contemplates award of an indefinite delivery/indefinite quantity type contract, off of which firm-fixed priced task orders will be issued.

C6.1 Indefinite Quantity (52.216-22 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.

C6.2 Ordering. (52.216-18 OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of 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 task orders are subject to the terms and conditions of this contract. In the event of conflict between a 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.

C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 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 of \$250,000;
- (2) Any order for a combination of items in excess of \$500,000 or
- (3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section
- (c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C7 Contractor Personnel Security Requirements

- C7.1 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.
- C7.2 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.

C8 Availability of Funds (52.232-18 APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C8.1 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C9 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance in accordance with DIAR 1452.228-71.

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

- (a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, aircraft liability and general public liability insurance with limits of liability for:
- (1) Bodily injury to or death of aircraft passengers of not less than \$75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying \$75,000 by 75 percent of the total number of passenger seats installed in the aircraft;
- (2) Bodily injury to or death of persons (excluding passengers) of not less than \$75,000 for any one person in any one occurrence and \$300,000 for occurrence; and (3) Property damage of not less than \$100,000 for each occurrence; or
- (4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in paragraphs (a)(1) through (3) of this clause. (b) The Contractor also agrees to maintain worker's
- (b) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

C10 Contractor Onboarding Procedures

The Government reserves the right to announce a new competition (onboarding) for the purpose of adding additional small business, multiple award, indefinite delivery, indefinite quantity (IDIQ) contract holders. On boarding 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 (D16PS00103). Bureau customers will initiate the need for additional contract holders by contacting the Contracting Officer. The Contracting Officer will assess the need for additional support. Should additional support be required, the Contracting Officer will publicize a notice in FedBizOpps, issue a solicitation amendment, and complete evaluation in the same manner as the initial solicitation (D16PS00103).

Contracts awarded utilizing the onboarding procedures will include the same terms and conditions as those in the initially awarded contracts. Neither the overall period of performance nor the ceiling of the basic contract will be revised as a result of implementing the onboarding procedures.

C10.A 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(a) Definitions. As used in this clause—

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Subcontract" means any contract as defined in <u>subpart 2.1</u> entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

- (b) The Contractor shall 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).
- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (d) The prohibition in paragraph (b) of this clause 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.
- (e) 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) use of funds

appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

C10.B 52.204-13 System for Award Management Maintenance (Oct 2016)

(a) Definitions. As used in this clause—

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database:
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active". "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—
- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government:
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (c) (1) (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
 - (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart $\underline{42.12}$ of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
- (3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the

- unique entity identifier does not necessarily require a novation be accomplished.
- (d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

C11 Notice of Contractor Performance Assessment Reporting System (July 2010)

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.gov. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.gov. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify

your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

- (f) The following guidelines apply concerning your use of the past performance evaluation:
- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than <u>seven</u> days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C12 Contractor Claims

- C12.1 Contractor claims for damage to their equipment shall be submitted in accordance with 52.212-4(d) Disputes and submitted to the CO. These items <u>may not</u> be claimed by an entry on an invoice document. As a minimum the following information is required and shall be submitted to the CO for action:
- i) Contractor's written claim in a sum certain, documenting and demonstrating that the Government is responsible for the damage that occurred.
- ii) Paid itemized invoices to support the necessary repair(s) needed.
- iii) A written statement from the on-site Government user that documents the events and circumstances of the damage and includes applicable billing information OR a full name and telephone number of the on-site Government user in order that the Government

individual may be contacted for a statement concerning the damage.

C13 Prework Meeting

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

Authorities and Delegations (DIAR 1452.201-70, 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:
 - Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - 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 perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

C13.1 Contracting Officer's Technical Representative (COTR)

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

The COTR for this contract is:

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

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

C13.2 The OAS Aviation Safety Manager

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

The ASM is:

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

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

C14 AQD Services Greening Clause

- (a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- (b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

C15 Limitation on Subcontracting Report - Alternate I (JAN 2012)

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

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

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

* As stipulated in FAR 52.219-14

ADMINISTRATIVE MATTERS

C16 Personnel Conduct

C16.1 Replacement of Contractor Personnel

C16.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C16.1.2 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.

C16.1.3 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.

C16.2 Suspension of Pilot

C16.2.1 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.

C16.2.2 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.

C16.2.3 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.

C16.2.4 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.

C17 Safety and Accident Prevention

C17.1 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.

C17.1.1 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).

C17.1.2 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.

C17.2 The Contractor must notify the CO, 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.

C18 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.

C18.1 Mishap Definitions

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

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident
Operator
Reportable Incident
Serious Injury

Substantial Damage

C18.1.2 <u>Airspace Conflict</u>. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 <u>Aviation Hazard</u>. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 <u>Incident with Potential</u>. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C18.1.5 <u>Maintenance Deficiency</u>. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C18.1.6 <u>Mishap - Aviation Mishap</u>. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies

C18.1.7 <u>SafeCom (https://www.safecom.gov/)</u>. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

C18.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the OAS ASM when any "Aircraft Accident" or NTSB reportable "Incident" occurs, whether under this contract or not. The Contractor must also notify the Contracting Officer as soon as practicable.

C18.2.1 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.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 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.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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

C18.4 Pilot Suspension

See Suspension of Pilot clause C16.2.

C18.5 Preservation Requirements

C18.5.1 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.

C18.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C18.6 Mishap Investigations

C18.6.1 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.

C18.6.2 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.

C18.7 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.

C18.8 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.

C19 Add/Remove Aircraft/Equipment after Contract Award

After contract award and initial inspection, the Contractor may request in writing to the Contracting Officer to add or remove aircraft/equipment. The aircraft requested must meet the minimum requirements set forth in this contract. It is at the Government's discretion to approve the additional aircraft. Requests must include a pricing sheet and Aircraft Questionnaire for the aircraft type offered and will be considered quarterly by the Contracting Officer. Each request will be evaluated by the DOI based on the needs of the Government. The Contracting Officer will make the final determination to add aircraft to a contract through a bilateral modification. The request to remove aircraft can be done anytime during the contract period.

CONTRACT PERIOD AND RENEWAL

C20 Contract Period

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

Option Year 1: April 01, 2018 through March 31,

Option Year 2: April 01, 2019 through March 31,

Option Year 3: April 01, 2020 through March 31, 2021

C21 Option to Extend the Term of the Contract (52.217-9, Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.
- (d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years six (6) months.

C21.A Option to Extend Services (52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C21.B AQD Evaluation of Options Provision (Oct 2015)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic award. This solicitation notified offerors that the award will include the Government's unilateral option to extend performance for an additional period up to six months under FAR 52.217-8, during which the pricing and terms of the period in which the option was exercised would apply. The Government cannot predict if or when the option may be exercised. Because any exercise of the Government's option extends the pricing and terms of the period in which the option was exercised, the Government expressly and affirmatively evaluates pricing for the option to extend under 52.217-8 co-extensive with the Government's price evaluation for each of the base and option periods of this

award. Because pricing for each period subject to possible extension under the 52.217-8 has been evaluated, pricing for any possible future use of that option to extend has, likewise, been evaluated and would apply in strict accordance with this evaluation in the event of the Government's exercise of the option to extend services.

C22. Orders for Services

C22.1 Reserved

C22.1.1 Reserved

C.22.1.2 An oral order for services may be issued when a need arises and followed up in writing afterwards. The order will identify the reporting and releasing base (plus the embarkation and debarkation points if other than the reporting and releasing base). Orders will be issued as not to exceed orders and will estimate the number of days of use plus the estimated number of hours of flight, including specific aircraft requirements and pilot skills, including additional personnel that may be required.

C22.2 Orders for service placed under this contract will be placed with the contractor who is determined to be the best value to the Government. Factors that will be considered are aircraft capability, pilot qualifications and past performance, aircraft location, availability and price.

C22.2.1 For individual task orders, the Government will use flight time estimates for each project multiplied by the flight rates bid by individual offerors. Estimated flight costs, added to estimated availability (project days multiplied by availability rate), including other estimated project costs (ie: mechanic, additional crew, etc) will be used to determine which offeror represents the best offered price.

C22.2.2 Pilot Qualifications and Past Performance. We will consider proposed pilots based on the extent to which they have performed services similar to those required for the project and in make and model of aircraft offered.

C22.3 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a task order signed by the Contracting Officer.

C22.4 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.

C22.5 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services. The Contractor is not under the operational control of the Government upon release from an incident, during demobilization and when the Contractor is not available or capable of providing service as scheduled by the Government.

C22.6 The Contractor will be advised at the time a project is offered of the time allowed for contractor acceptance. If the Contractor fails to accept (or reject) an offer within this time period, the Government reserves the right to offer that project to another Contractor. Late acceptance of an offer is at the discretion of the Contracting Officer.

C22.7 Contractors may decline to accept an order if an aircraft, and/or personnel are not available for service. Contractors not able to furnish additional personnel (pilot and/or mechanic), will not be considered for orders requiring such services.

C22.8 Contractor Selection

We will award task orders under the contract to the offeror that has the best combination of aircraft capability, pilot, and evaluated price, given the specific government requirement. We will select a specific Contractor for any individual order by comparing all Contractors' prices and then comparing the capability provided by each Contractors' proposed aircraft and pilot to meet the specific task requirements. We will consider the differences in capability and price among offers and make tradeoffs in order to determine which offer provides the best combination given the specific government requirement.

C22.9 Notice of project award (task order) will be sent to the Contractor and the COR via email.

C23 RESERVED

AVAILABILITY REQUIREMENTS

C24 Availability Requirements

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

C24.1 <u>Extended standby</u> is intended to provide the Contractor compensation for employee time when ordered

services are provided in excess of the first **9** hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C25 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:

C25.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 **Alert.** After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C25.3 **Release From Duty**. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they <u>cannot be required</u> to return to duty status without the appropriate consecutive hours of rest (off duty) prior to any assigned duty period and service will be recorded as fully available status, provided the COR/PI has approved in advance release of the Contractor's personnel.

C26 Maintenance During Availability Period

C26.1 The COR or PI may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR/PI may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR/PI, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the

aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C27 Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR or PI, that they are available and the COR is satisfied that all the conditions below have been met.

C27.1.2 The Contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 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.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or PI of the situation immediately.

MEASUREMENT AND PAYMENT

C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. 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.

- C28.1.1 Contract Pricing Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.
- C28.2 Standby (for Point to Point use only). The Government will pay for standby time when properly invoiced and reported on the Aircraft Use Report Form, at the rate stipulated on the Pricing Sheet in Section A2. If the pilot is held away from the Contractor's base of operations or standby is specifically ordered at the base of operations, standby time will be computed subject to the following:
- C28.2.1 Standby will be earned when the pilot is held in a ready standby status, and is not required to remain away from base of operations overnight (i.e., at the airport ready to takeoff).
- C28.2.2 The Contractor may offer more favorable standby terms (e.g., free standby equal to hours flown) in advance with Contracting Officer approval on a case-by-case basis.
- C28.2.3 Standby will **not** be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.
- C28.2.4 When prolonged standby is anticipated, the government traveler may release the Contractor, upon the Contractor's request, to utilize the aircraft for their own purposes, provided the Contractor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Contractor is operating the aircraft for their own purposes.
- C28.3 Extended Standby. The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified under Section B. The Government will pay for extended standby at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.
- C28.4 Guarantee. (**for Point to Point use only**) Payment of Guarantee Averaged over Period of Hire. When the Contractor <u>is required to remain overnight</u> away from the Contractor's aircraft base of operations

- identified in Section A, the Government will pay the Contractor a flight hour guarantee when documented on the Aircraft Use Report Form for payment. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by the guarantee of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release (See C30, flight hours for mobilization/demobilization will still count towards guarantee).
- C28.4.1 A minimum guarantee will also apply when the aircraft is required to be available for the Government's exclusive use for four (4) or more hours during a day.
- C28.4.2 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed the daily guarantee.
- C28.4.3 Guaranteed flight hours due will be billed upon **conclusion** of the project. A one-line entry should be included on the Aircraft Use Report form, showing the flight time due with GTD used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A.
- NOTE: It is the Contractor's responsibility to calculate and claim guaranteed flight hours due on the Aircraft Use Report form and submitting via the DOI electronic invoice/use report system as stated in Section C5.2. It is not the Government's responsibility to ensure Contractors are claiming any guarantee due.

C29 Flight Time

- C29.1 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.
- C29.2 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.
- C29.3 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services (agency) inspection, unless otherwise specified in this contract, will be at the expense of the Contractor and will not be measured for payment.
- C29.4 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.

C30 Mobilization/Demobilization

<u>Designated Base.</u> This is the site indicated in Section A where the aircraft is to report and from which it will be released.

<u>Contractor's Home Base.</u> This is the site at which the contractor conducts business and appears in Block 17 of the Standard Form 1449.

C30.1 Measurement of daily availability: Reporting for service – contractors required to report to a designated base prior to 12:00 noon (local time) will be paid for one full day availability, unless they are officially released from service at/ or prior to noon.

Those required to report at 12:00 noon or after shall be paid for one half day of availability. For purposes of this clause, time is computed based on the time zone at the point of each departure.

C30.2 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 project, all payable items for the order end at the time of release.

C30.3 For one-day incidents where the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence, flight time and fuel vehicle mileage, as it is incurred, for return to the hired location the following morning. (i.e. release occurs at 8:00 p.m. but sufficient time is not available for the aircraft to immediately return to its location of hire the same day, it would be appropriate to pay subsistence, flight time and vehicle mileage to the hired location the following morning when it is actually incurred, but daily availability ended at the time of release the previous day.)

C30.4 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.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

C31 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.

C31.1 <u>Subsistence Allowance</u>. 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 designated base, or contractors base of operations if on-call, subject to the following:

C31.1.1 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 (or high rate, if applicable, for the location of the overnight).

C31.1.1.1 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 standard or high rates.

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.

C31.1.1.2 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 I, vendors must make any records associated with travel in support of the services required under this contract, available to the Government upon request.

C31.1.2 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.

C31.1.3 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.

C31.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above.

For current FTR per diem rates see Internet site http://www.gsa.gov/portal/category/100120

- C31.1.5 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.
- C31.2 <u>Fuel Servicing Vehicle Mileage</u>. The Contractor will be paid the rate per mile stipulated in Section A for a fuel servicing vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the designated base.

The Government will not pay for fuel servicing vehicle mileage between designated bases.

- C31.3 <u>Fuel Supply Expense</u>. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is <u>ordered</u> to operate from an alternate base, the Government will, at its option:
- C31.3.1 The Government may direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in Section A.
- C31.3.2 The Government may furnish fuel if available.
- C31.4 <u>Transportation Costs Associated with Operating Away From the Designated Base</u>. 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 <u>necessary and reasonable</u> 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.

- C31.4.1 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.
- C31.4.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for one crew members once every 12 days.

Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

- C31.4.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site http://www.gsa.gov) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.
- C31.5 <u>Miscellaneous Contractor Costs</u>. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tiedowns) and truck permits at ports-of-entry, etc. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.
- C31.6 <u>Landing Fees</u>. 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.
- C31.7 <u>Co-Pilot Fees.</u> In the rare event that a co-pilot is required by DOI, a fair and reasonable fee will be negotiated at the time of task order award.

C32 Government Miscellaneous Charges

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

C33 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)

- (a) Definition. As used in this clause—
 "Commercial and Government Entity (CAGE) code"
- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE

master file. This type of code is known as a NATO CAGE (NCAGE) code.

- (b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.
- (c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.
- (d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at

http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList_aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

EXHIBITS

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

Section B

Exhibit 1 - Unacceptable Lap Belt and Shoulder Harness Conditions

Exhibit 2 - First Aid Kit and Survival Kit

Exhibit 3 – First Aid and Oceanic Tropical Survival Kit

Exhibit 4 - Airplane: Approximate "Recommended

Cruise" Fuel Consumption Rates

Section C

Exhibit 5 & 6 - Department of Labor Wage

Determination Information

Exhibit 7 - Unavailability Conversion Chart

Exhibit 8 - Transportation Worksheet

Exhibit 9 – Alaska Pilot Project Authorized Ordering

Contracting Officers

Section E

Exhibit 10 – Offeror's Miscellaneous Information

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

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

SECTION C – CONTRACT TERMS AND CONDITIONS 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.

	Passenger Seats	Passenger Seats
Item	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 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		

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.)

1 biohazard disposable bag

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

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 repellant 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

SECTION C – CONTRACT TERMS AND CONDITIONS EXHIBIT 3

FIRST AID AND OCEANIC TROPICAL SURVIVAL KITS EXHIBIT

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

Minimum First Aid Kit Items

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

	Passenger Seats	Passenger Seats
<u>Item</u>	<u>0-9</u>	<u>10-50</u>
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 nitrile or non-latex surgical gloves

1 face shield

1 mouth-to-mouth barrier

1 protective gown

2 antiseptic towelettes

1 biohazard disposable bag

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items

Fire starter (can be two boxes of matches in waterproof containers, "metal match," etc.)

Magnesium fire starter

Laser rescue light

Signal mirror

Signal flares (6 each)

Space blankets (one per occupant)

Candles

Whistle

One knife (includes "multi-tools" with knives)

Wire saw, axe, hatchet, or machete

Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)

Collapsible water container

Water purification tablets

Water (one quart per occupant required except when operating over areas with adequate drinking water)

Food (2 days' emergency rations per occupant, with a caloric value of 1,000 calories per day)

Handheld UHF or VHF radio

Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates

AIRCRAFT	GAL/HOUR			NOMAD	
AIR TRACTOR		DE HAVILLAND		22B/24A	53T
AT-802-65		Beaver	30		
AT-802-67	86T	DH-6 Twin Otter		NORTH AMERICAN	
		Beaver T		AT-6	
BEECH		DH-7		T-28	80
Baron 55/58		DH-8	183T		
Baron 58P				QUEST	
18/45		<u>DORNIER</u>		Kodiak K100	47T
King Air 90 (Series)		DO-228			
King Air 100		DO-328-100	200Т?	PIPER	_
King Air 200				Super Cub PA-18	
King Air 300		<u>DOUGLAS</u>		Pawnee PA-25	
Mentor T-34		DC-3		Arrow PA-28R	
Mini Liner 99		DC-9	/001	Cherokee PA-28-140/161	
Queenair		EMBRAER		Cherokee 6 PA-32	
T-Bone B-50		EMBRAER DW 115 (1600)	150T	Aztec PA-23	
Duke		PW 115 (1600)	1591	Comanche PA-24	
Queenair 80 Bonanza 33/35/36		EALCON		Navajo PA-31	
Donanza 55/55/50	14	<u>FALCON</u> 10	175T	Cheyenne PA-31T	
DELL ANCA		20		Cheyenne II PA-42T Aerostar 600/601/602P/700P	
BELLANCA Citabria/Scout	0	50			
Citabria/Scout	9	50		Chiefran BA 21 250	
DOEING		EAIDCHII D		Chieftan PA-31-350	
BOEING	1000T	FAIRCHILD	4.47	Lance PA-32-300	
727		Porter		Seneca II/III PA-34 Mojave PA-31P	
DC-3T	1501	F-27		•	
BRITTEN-NORMAN		SF 340	1011	Malibu PA-46	
Islander	20	CDIMMAN		PA-42-1000 400LS	/31
Islandel	30	<u>GRUMMAN</u> S2F	75	ROCKWELL (Gulfstream)	
CESSNA		Goose		680	40
<u>CESSNA</u> L-19	11	Goose T			
172		Mohawk		500 690A/B	
180		Albatross		Sabreliner	
182		G-I		560	
182RG		G-II		840	
185		G-III		900	
188		0-111	3701	1000	
206/207		HELIO		1000	3 / 1
T206/207		Courier	20	SWEARINGEN	
210		Stallion		Merlin II, III SA 226/7	78T
T210		Stamon	771	Wichin II, III 5A 220//	701
320		ISRAEL		SHORT	
310		1121/1123/1124	190T	Skyvan	85T
T310		1121/1123/1124	1701	5ky van	
337		LOCKHEED		VOLPAR	
T337		P-3/C-130/Electra 188	661T	TurboLiner	74T
401		Jetstar	27.47	1410021161	
402				VULCANAIR	
404		LEAR JET		P68C	20
411		25	220T	P68TC	
414		35/36	185T		
421	46	55	200Т		
340	36				
425	56T	MAULE			
441		M4-5	9		
Citation I		M7			
Citation II, III				"T" after the gallons indicated tur	bine fuel.
208 Caravan I	53T	MITSUBISHI		Everything else is AVGAS.	
		MU-2	77T		
CASA					
Aviocar 212	105T	MOONEY			
		Exec	10		
CONSOLIDATED					
Convair 580/600	338T	AIRCRAFT	GAL/HOUR		
AIRCRAFT	GAL/HOUR				

EXHIBIT 5
UNAVAILABILITY CONVERSION CHART

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

EXHIBIT 6 TRANSPORTATION WORKSHEET

When assigned to an alternate base away from the Designated Base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. Claims must be supported by itemized invoices. See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information DATE ALTERNATE BASE LOCATION **Relief Exchange** – Involved Crew Member(s) ☐ Pilot ☐ Fuel Servicing Vehicle Driver ☐ Mechanic (If required by contract) Name Name **Scheduled Maintenance** ☐ Mechanic ☐ Other Name 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 Invoice to include aircraft make/model, flight time, hourly rate, Charter Aircraft passengers, and departure/destination location, date and time \$ Rental Car Rental Car Fuel \$ Total Mileage From То POV \$ Other (explain) \$ \$ \$ **Total ACTUAL Cost** \$ Yes, the COR was notified of the anticipated cost for this alternate base transportation Date expense prior to mobilization of the relief personnel

Contractor Representative Signature

EXHIBIT 7

Alaska Pilot Project Authorized Ordering Contracting Officers

Ordering Officer DOI Bureau		Max Order
		<u>Limit</u>
Patrick Euler	Bureau of Land Management (BLM)	\$5M
Katheryn Camacho	Bureau of Land Management (BLM)	\$500K
Almeda Gaddis	Bureau of Land Management (BLM)	\$500K
Jeffrey Caravelli	US Geological Survey (USGS)	\$10M
Gerald Lewandowski	US Geological Survey (USGS)	\$10M
Stewart Evans	US Geological Survey (USGS)	\$500K

EXHIBIT 8

OFFEROR'S MISCELLANEOUS INFORMATION

Offeror's Company Name			
Offeror's DUNS Number			
Offeror's Name, Title and E-mail Address			
Offeror's Company Web Address			
Offeror's Office Telephone Number			
Offeror's Facsimile (FAX) Number			
Government Contract Representative	Name	Email Address	Telephone (cell)
Director of Maintenance	Name	Email Address	Telephone (cell)
Chief Pilot	Name	Email Address	Telephone (cell)
Director of Operations	Name	Email Address	Telephone (cell)
Contractor Invoicing/Electronic Reporting System	Name	Email Address	Telephone (cell)
Item #s Awarded:	<u> </u>		
Supplements Awarded – Check Applicable It B25.1 Off Airport Operations-Wheels	ems:		
B25.2 Reconnaissance			
B25.3 Low Level Activities			
B25.4 Glacier Skiplane Operations in Alaska			
B25.5 Mountainous Terrain			
B25.6 Extended Over-Water Operations			
B25.7 Rental of Tandem Seat Airplanes			
B25.8 Aviation Fuel Dispensing Facilities in Alaska			
B25.9 Fuel Service Vehicle			
B25.10 On-Site Mechanic			
B25.11 Airplane Ski Operations			

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