

SECTION A - REQUIREMENTS AND PRICES

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CONTRACT ACRONYMS

AC	Advisory Circular	VOX	voice activation
AD	Airworthiness Directive	VSWR	voltage standing wave ratio
AMD	Aviation Management Directorate (renamed to OAS)		
AQD	Acquisition Directorate		
A&P	airframe and power plant		
ASM	Aviation Safety Manager		
ASO	Aviation Safety Office		
ASTM	American Society for Testing and Material		
ATC	air traffic control		
CFR	Code of Federal Regulations		
CO	Contracting Officer		
COR	Contracting Officer's Representative		
COTR	Contracting Officer's Technical Representative		
CFR	Code of Federal Regulations		
CTCSS	continuous tone coded squelch system		
DIAR	Department of the Interior Acquisition Regulation		
DIAPR	Department of the Interior Acquisition Policy Release		
DM	degrees/minutes/decimal minutes		
DOI	Department of Interior		
DOT	Department of Transportation		
ELT	emergency locator transmitter		
EPA	Environmental Protection Agency		
ERG	Emergency Response Guidebook		
FAA	Federal Aviation Administration		
FAR	Federal Acquisition Regulations		
FS	Forest Service		
FTR	Federal Travel Regulations		
GVW	gross vehicle weight		
GPM	gallons per minute		
GPS	global positioning system		
HIGE	hover-in-ground effect		
HOGE	hover-out-of-ground effect		
IAT	interagency aviation training		
IBC	Interior Business Center (formerly NBC)		
ICAO	International Civil Aviation Organization		
ICS	intercom system		
IFR	instrument flight rules		
IP	Institute of Petroleum		
IPP	Invoice Processing Platform		
MMSB	Manufacturer's Mandatory Service Bulletins		
NBC	National Business Center		
NFPA	National Fire Protection Association		
NTSB	National Transportation Safety Board		
OAS	Office of Aviation Services (formerly AMD)		
PA	public address system		
PFD	personal flotation device		
PIC	pilot-in-command		
PPE	personal protective equipment		
PSD	plastic sphere dispenser		
PSI	pounds per square inch		
PTT	push to talk		
RFP	Request for Proposals		
RPM	revolutions per minute		
SFI	Safety Foundation Incorporated		
STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures		
TBO	time between overhaul		
TSO	technical service order		
UL	Underwriter's Laboratory		
USDA	United States Department of Agriculture		
VFR	visual flight rules		
VNE	velocity never exceed		

SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1 Item Requirement

The purpose of any contract resulting from this solicitation is to obtain and utilize helicopter on-call flight services for transportation of personnel and/or cargo. Program missions to be supported are wild horse and burro (WHB) and other administrative and related activities as directed by the Government. Specific flights may be for low level reconnaissance (i.e., Program 1 - inventory/census/survey) and Program 2 - gathering and capture (herding/trapping)) as identified below along with other WHB administrative activities.

The primary user of this contract is expected to be the Bureau of Land Management (BLM).

PROGRAM ITEMS - DEFINITIONS AND PROFILE

PROGRAM ITEM	MISSION	Mission profile based upon typical expected flight complexity and associated risk level associated with the mission.
1	INVENTORY/ CENSUS/ SURVEY (Not ACETA: Requires pilot approval for low level reconnaissance.)	Normally conducted at altitudes of 100 feet AGL or higher (normally higher altitudes when practical). Flights performed for the purpose of collecting overall numbers of animals in a specific area. May occasionally require maneuvering at altitudes below 100 feet AGL to identify special characteristics of animal such as gender. The operation is normally conducted with Government personnel on board.
2	GATHERING AND CAPTURE (Aerial herding of an animal(s) into a pen, net, trap, or corral. This is commonly referred to as trapping.)	Normally performed from 10 to 100 feet above ground level (AGL) with normal, abrupt, or aggressive maneuvers, and hovering close to the ground surface as needed in order to coerce animals to the desired area. Many herding missions can be accomplished above 50 feet AGL. However, lower altitudes in close proximity to the surface are often required when drive netting or trapping. Transportation of animals as internal or Class A or B external loads may be required. Normally accomplished with the pilot only and no other persons on board. In some special cases, Government personnel may need to be on board to accomplish the mission.

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<p>USER: Bureau of Land Management</p>	<p>ON CALL CONTRACT PERIOD: Base Period: April 1, 2013 through March 31, 2014 1st Option Period: April 1, 2014 through March 31, 2015 2nd Option Period: April 1, 2015 through March 31, 2016 3rd Option Period: April 1, 2016 through March 31, 2017</p>
<p>MINIMUM CREW AND FUEL SERVICE VEHICLE REQUIREMENT PER HELICOPTER (ALL PROGRAM ITEMS): Pilot-in- Command (PIC), fuel service vehicle, and fuel servicing vehicle driver (relief crew not required).</p>	
<p>MINIMUM AIRCRAFT CHARACTERISTICS:</p> <ul style="list-style-type: none"> * Light helicopter(s). * Minimum of 2 passenger seats not including pilot. * Helicopter Performance. Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished/calculated with 1 pilot @ 200 lb, 2 crewmembers @ 200 lb per person, survival kit @ 25 lb, and fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b). (Use fuel consumption chart provided in the exhibits.) (Calculations must be performed utilizing the Interagency Load Calculation Form provided in the exhibits.) (Note: The required performance specified below is based on density altitude at the actual time of any flight. For calculation purposes for offer submission, please use the standard temperature per International Standard Atmosphere (ISA) for the altitudes specified below.) <p style="margin-left: 40px;"><u>For operations up to 4,000 feet density altitude (DA).</u> Hover out-of-ground effect (HOGE) at 4,000 feet DA.</p> <p style="margin-left: 40px;"><u>For operations above 4,000 to 7,000 feet (DA).</u> Hover out-of-ground effect (HOGE) at 7,000 feet DA.</p> <p style="margin-left: 40px;"><u>For operations above 7,000 to 9,000 feet (DA).</u> Hover out-of-ground effect (HOGE) at 9,000 feet DA.</p> <p style="margin-left: 40px;"><u>For operations above 9,000 feet (DA).</u> The aircraft must meet hover out-of-ground effect (HOGE) performance for the highest anticipated DA.</p>	
<p><u>Examples of aircraft type:</u> UH12E, UH12E Soloy, BH-47G3B-1, BH47G3B-2, BH47 Soloy, MD-500 Series, BH 206B3, AS350 series, and/or other makes and models may fulfill the above requirements. Offerors must ensure their specific helicopter is capable of meeting at least one of the above helicopter performance categories. Note: Helicopters offered under this solicitation equipped with non-turbocharged reciprocating engines having less than 300 rated horsepower are limited to operations below 4,000 feet density altitude.</p>	

Offers may include multiple aircraft pricing for different makes and models of aircraft. The Government however reserves the right to accept and make award only for makes and models that are considered most suitable for fulfilling the work to be done. It is totally at the Government's discretion to determine aircraft make and model suitability and the number of aircraft needed to fulfill the expected program needs. Most wild horse/burro program needs are expected to be satisfied by use of a reciprocating engine and/or Soloy turbine type aircraft, which meet or exceed the minimum aircraft requirements shown above.

SECTION A - REQUIREMENTS AND PRICES

A2 Item 1 Pricing

DIFFERENT MAKE/MODELS OF AIRCRAFT CAN BE IDENTIFIED ON THE SAME PAGE AS LONG AS THE OPERATING BASE AND PRICING IS THE SAME – IF EITHER OF THESE ITEMS IS DIFFERENT, COPY THIS PAGE AND COMPLETE A SEPARATE PAGE

COMPLETE SHADED AREAS

OFFEROR NAME	SEE ATTACHMENT 2	
CONTRACTOR'S OPERATING BASE/ LOCATION (Identify only one location per aircraft)		
AIRCRAFT MAKE AND MODEL	FAA REGISTRATION 'N' NUMBER	SERIAL NUMBER

ITEM	DESCRIPTION	PAY ITEM CODE	INITIAL YEAR 4/1/13 - 3/31/14	1ST OPTION 4/1/14 – 3/31/15	2ND OPTION 4/1/15 – 3/31/16	3RD OPTION 4/1/16 - 3/31/17
1.a.	MANDATORY ITEM – APPLICABLE TO PROGRAM 1 AND 2 - ALL YEARS: Helicopter flight/ferry rate – to include fuel vehicle & driver (enter whole dollars)	FT	\$	\$	\$	\$
OPTIONAL ITEMS – must complete all 4 years for any item applicable for you; otherwise enter N/A						
1.b.	Helicopter Trailing Lump Sum Amount (C33.4) (enter whole dollars)	SC	\$	\$	\$	\$
1.c.	Helicopter Trailing Mileage Rate (this rate is paid for mileage when helicopter is trailered and is in lieu of the fuel servicing vehicle mileage rates shown below) (C33.4) (dollars and cents okay)	TM	\$	\$	\$	\$
1.d.	Ag-Nav GPS System – Daily Rate (when ordered and utilized (C33.6) (enter whole dollars)	SC	\$	\$	\$	\$

1.	ADDITIONAL PAY ITEMS	PAY ITEM CODE	CLAUSE REFERENCE	UNIT	UNIT PRICE
e.	Extended Standby – Pilot	EP	C26.3/C29.2	HOUR	\$ 50.00
f.	Extended Standby – Fuel Vehicle Driver	ET	C26.3/C29.2	HOUR	\$ 32.00
g.	Subsistence Allowance	PD	C33.1	OVERNIGHT	Per FTR Schedule
h.	Fuel Servicing Vehicle Mileage Project Rate (based upon truck capacity ordered & provided)	SMS SMM SML	C33.2	Mile	0-349 GAL \$ 1.35 350-749 GAL \$ 1.83 750 GAL and \$ 2.45 over
i.	Contractor Miscellaneous Costs	SC	C33.5	EACH	Actual Cost

SECTION A - REQUIREMENTS AND PRICES

GOVERNMENT USE ONLY – DO NOT COMPLETE

(Government will complete at time of fuel surveys)

ECONOMIC PRICE ADJUSTMENT – FUEL

Pursuant to clause C18 of the contract, below is fuel survey information.

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

Jet fuel prices are applicable for aircraft with turbine engines

100 LL aviation gasoline prices are applicable for aircraft with reciprocating engines

BASE YEAR

FUEL SURVEY SOURCES	JET FUEL			100 LL AVIATION GASOLINE		
	1/10/13 Base Price	5/15/13 Survey Price	10/15/13 Survey Price	1/10/13 Base Price	5/15/13 Survey Price	10/15/13 Survey Price
KBOI – Western Aircraft, Boise, ID	\$5.84			\$6.55		
KMTJ – Black Canyon Jet Center, Montrose, CO	\$6.69			\$6.09		
KCDC – Sphere One Aviation, Cedar City, UT	\$5.99			\$6.09		
KCXP – El Aero Services, Carson City, NV	\$5.22			\$5.65		
KCOD – Yellowstone Regional Airport, Cody, WY	\$5.30			\$5.69		
AVERAGE PRICE	\$5.81			\$6.01		
Price per Gallon Difference- base and survey prices						
Result of Survey						
Effective Date of Change, if any		6/1/13	11/1/13		6/1/13	11/1/13
Contractors notified						

1ST OPTION YEAR

FUEL SURVEY SOURCES	JET FUEL			100 LL AVIATION GASOLINE		
	1/10/13 Base Price	5/15/14 Survey Price	10/15/14 Survey Price	1/10/13 Base Price	5/15/14 Survey Price	10/15/14 Survey Price
KBOI – Western Aircraft, Boise, ID	\$5.84			\$6.55		
KMTJ – Black Canyon Jet Center, Montrose, CO	\$6.69			\$6.09		
KCDC – Sphere One Aviation, Cedar City, UT	\$5.99			\$6.09		
KCXP – El Aero Services, Carson City, NV	\$5.22			\$5.65		
KCOD – Yellowstone Regional Airport, Cody, WY	\$5.30			\$5.69		
AVERAGE PRICE	\$5.81			\$6.01		
Price per Gallon Difference- base and survey prices						
Result of Survey						
Effective Date of Change, if any		6/1/14	11/1/14		6/1/14	11/1/14
Contractors notified						

SECTION A - REQUIREMENTS AND PRICES

2ND OPTION YEAR

FUEL SURVEY SOURCES	JET FUEL			100 LL AVIATION GASOLINE		
	1/10/13 Base Price	5/15/15 Survey Price	10/15/15 Survey Price	1/10/13 Base Price	5/15/15 Survey Price	10/15/15 Survey Price
KBOI – Western Aircraft, Boise, ID	\$5.84			\$6.55		
KMTJ – Black Canyon Jet Center, Montrose, CO	\$6.69			\$6.09		
KCDC – Sphere One Aviation, Cedar City, UT	\$5.99			\$6.09		
KCXP – El Aero Services, Carson City, NV	\$5.22			\$5.65		
KCOD – Yellowstone Regional Airport, Cody, WY	\$5.30			\$5.69		
AVERAGE PRICE	\$5.81			\$6.01		
Price per Gallon Difference- base and survey prices						
Result of Survey						
Effective Date of Change, if any		6/1/15	11/1/15		6/1/15	11/1/15
Contractors notified						

3RD OPTION YEAR

FUEL SURVEY SOURCES	JET FUEL			100 LL AVIATION GASOLINE		
	1/10/13 Base Price	5/15/16 Survey Price	10/15/16 Survey Price	1/10/13 Base Price	5/15/16 Survey Price	10/15/16 Survey Price
KBOI – Western Aircraft, Boise, ID	\$5.84			\$6.55		
KMTJ – Black Canyon Jet Center, Montrose, CO	\$6.69			\$6.09		
KCDC – Sphere One Aviation, Cedar City, UT	\$5.99			\$6.09		
KCXP – El Aero Services, Carson City, NV	\$5.22			\$5.65		
KCOD – Yellowstone Regional Airport, Cody, WY	\$5.30			\$5.69		
AVERAGE PRICE	\$5.81			\$6.01		
Price per Gallon Difference- base and survey prices						
Result of Survey						
Effective Date of Change, if any		6/1/16	11/1/16		6/1/16	11/1/16
Contractors notified						

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The purpose of this contract is to obtain and utilize helicopter on-call flight services to support transportation of personnel and/or cargo in support of natural resource missions in support of wild horse and burro (WHB) program support along with other administrative and related activities as directed by the Government. Specific flights may be for low level reconnaissance (i.e., inventory/census/survey) and gathering and capture (herding/trapping) and to support other WHB administrative activities.

B1.2 The primary user of this contract is expected to be the Bureau of Land Management (BLM). The Contracting Officer (CO) may determine this contract to be appropriate to support other users accomplishing similar type programs as identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

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

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

B2 Certification

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

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

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

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

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

B3 Order of Precedence (Specifications)

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

B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each contract aircraft throughout the performance period.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

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

B5.1 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.

B5.4 Military or other similar low visibility paint schemes are unacceptable. The Contracting Officer's Technical Representative (COTR) may approve high visibility enhancements.

B6 Aircraft Equipment Requirements

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

B6.1 A complete set of current aeronautical charts covering

SECTION B – TECHNICAL SPECIFICATIONS

area of operations.

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

B6.3 Free air temperature gauge.

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

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

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

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

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

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

B6.10 A strobe light 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 anticollision light to be aviation red, then a white strobe light or flashing LED with an independent activating switch must be provided in addition to the red strobe.

B6.11 Reserved.

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

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

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches to ensure safe entrance and exit from each door.

B6.15 Locking cap(s) on all fuel inlet ports. (If manufactured for make and model)

B6.16 Cabin heater and window defogger.

B6.17 Wire strike protection system (mechanical). (Note: If manufactured for make and model of helicopter.) See Contract C3.5.2.

B6.18 Reserved.

B6.19 Reserved.

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

If internal:

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

If external:

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

OR

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

OR

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

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

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B6.22 Engine intake filtering device or particle separator capable of filtering sand and dust particles (if manufactured for make and model offered).

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

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

B6.25 A convex mirror for the pilot to observe the sling load.

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

B7 Avionics Requirements

B7.1 General

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

B7.2 Avionics Installation and Maintenance Standards

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

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

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

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) certified to either Technical Standard Order (TSO)-C91a or TSO-C126, meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f). TSO-C126 (406 MHz) ELTs must also include a 121.5 MHz homing beacon. The ELT and remote antenna system must be installed in accordance with the ELT and/or aircraft manufacturers (OEM) instructions in a conspicuous or marked location.

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

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5 kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable 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 their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators.

B7.3.3.3 Reserved.

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

Technisonics TDFM-136, TDFM-136A, TDFM-136A/NV
Cobham (formerly NAT) NPX-136D

B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

B7.3.5.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in the lower 48 States. Contractors 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 equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FASD of system changes, scheduled maintenance, and planned service outages.

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

B7.3.5.5 Prior to the aircraft's annual Contract inspection, the Contractor must ensure compliance with all AFF system 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 Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B7.4 Navigational Systems

B7.4.1 One panel-mount or portable aircraft Global Positioning System (GPS) which must utilize the WGS-84 datum, and reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning. The GPS must be securely mounted, utilize a remote (i.e., not part of the GPS unit) antenna, and be powered by the aircraft electrical system.

B7.5 Audio Systems

B7.5.1 A single audio control system must be furnished for the pilot and/or observer/copilot to select receiver audio outputs and transmitter microphone/push-to-talk (PTT) audio inputs for all installed radios and public address/siren (PA) systems. The system must provide controls for independent adjustment of the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. A transmitter selection control must be provided for the pilot's and observer/copilot's microphone/PTT inputs. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user(s).

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

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

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

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot and observer/copilot positions. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized at that position only. ICS PTT switches for any additional positions required to be furnished only with ICS must be mounted on the cord to the earphone/ microphone connector.

B7.6 Other Avionics

B7.6.1 One external Public Address/siren system (PA), capable of developing 75 watts RMS power with less than 10% distortion must be installed in the aircraft. The speaker must be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system must be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT

switches as those employed in radio transmit operation. PA/siren systems which utilize their own, separate microphone are not acceptable.

B8 Fuel Servicing Vehicle Equipment Requirements

B8.1 General.

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

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

B8.1.2.1 The vehicle must be capable of transporting fuel over rough mountain roads and being operated at posted highway/freeway speeds.

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

B8.1.2.3 The vehicle must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.1.2.4 All tanks must be securely fastened to the vehicle bed and must have a sump or sediment settling area.

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

B8.1.2.6 Gasoline-engine-driven pumps must be designed to pump fuel, have a shielded ignition system with a flame and spark arresting exhaust system, and a metal shield between the engine and pump. Terminal connections must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products (Underwriter's Laboratory (UL), etc.).

B8.2 Equipment.

SECTION B – TECHNICAL SPECIFICATIONS

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

B8.2.1 Two fire extinguishers, each having a rating of at least 20-B:C and with one extinguisher mounted on each side of the vehicle. Extinguishers must comply with *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*.

B8.2.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area. The contractor is responsible for ensuring compliance with 40 CFR Part 112, including provision of a secondary means of containment for bulk storage containers (SPCC plan) if used.

B8.2.3 Hoses must meet Energy Institute (EI) Standard 1529, free of cracks that show the underlying cord and kept in good repair.

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

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

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

B8.2.7 Fuel trucks shall meet the dead man switch requirements of NFPA 407 if applicable.

B8.2.8 Sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.3 Filtering system.

The Contractor must provide and maintain a fuel filtration system as shown below:

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

B8.3.2 The filter manufacturer's Operating, Installation, and Service Manual must be carried in the fuel servicing vehicle and followed.

B8.3.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are

Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B8.3.4 The filter vessel must be placarded indicating the filter change date.

B8.3.5 Fuel transfer systems must have a serviceable pressure gauge installed upstream of the filter vessel.

B8.3.6 Differential pressure gauges must be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 pounds per square inch (psi) and above.

B8.3.7 The filter assembly must be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls must be visible.

B8.3.8 Three-stage (filter, water separator, monitor) systems (API 1581 or Mil-F-8901E qualified). Fueling systems must utilize a three-stage system such as a Facet part number 050970 M2 for a 20-gpm pump or equal. A Facet part number 050971-M2 for a 10-gpm pump or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B8.3.9 Single-stage system or three-in-one filter canister systems (IP qualified) must utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with the pump's flow rate.

Examples: Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate.

B8.3.10 At least one available spare filter(s), seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing vehicle.

B8.4 Markings.

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

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

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

SECTION B – TECHNICAL SPECIFICATIONS

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

B9.1.1 For a pilot who has not been previously inspected and approved by the DOI Office of Aviation Services or USDA Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot’s flight time qualifications and experience. The Contracting Officer’s Technical Representative (COTR) will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by the DOI Office of Aviation Services.

B10 Pilot Qualifications

B10.1 General.

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

B10.2 Minimum qualifications.

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

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

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

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

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

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

B10.2.6 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified in Section B), while operating within the helicopter's capability. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor’s 14 CFR Part 133 certification.

B10.2.7 Minimum PIC time accumulated as follows:
(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as aircraft having a gross weight of “less than 12,500 pounds” and “12,500 pounds or greater.”
(d) 100 hours . . . in turbine engine helicopters if turbine engine helicopter offered in Section A.
(e) 200 hours . . . in reciprocating engine helicopters if reciprocating engine helicopter offered in Section A.
(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months.
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.)
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.
(j) 200 hours . . . Pilot-in-command (PIC) in category in low level (below 500 feet) operations including 10 hours over typical terrain within the last 12 months.

B10.2.8 Additional qualifications and/or PIC helicopter requirements specific in program items as follows:
B10.2.8.1 Program Item 2: 300 hours PIC on aerial animal herding, eradication, marking, drive netting, or trapping missions or a combination. 75 of these PIC hours must have been while gathering and capturing wild horses/burros.
B10.2.8.2 Program Item 2: 50 hours within the past 2 years in aerial animal herding, eradication, marking, drive netting, or trapping or a combination thereof.

B10.3 After contract award and once the Contractor has had at least one pilot approved who meets the minimum and

SECTION B – TECHNICAL SPECIFICATIONS

additional pilot requirements, the Contractor may request inspection and approval of additional pilot(s) who meet the minimum pilot qualifications in B10 but not the additional pilot qualifications in B10.2.8. These pilot(s) would only be approved for and could only accomplish **Program Item 1** inventory/census/survey flight mission project requests. No herding can be accomplished.

B10.4 WHB gathering and capture pilot training option.

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

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

B10.4.1.1 Qualified for 3 years as a DOI-approved WHB gathering and capture pilot.

B10.4.1.2 500 hours PIC in WHB gathering and capture operations.

B10.4.1.3 Reserved.

B10.4.1.4 Hold a current Certified Flight Instructor certificate with a rotorcraft-helicopter rating.

B10.4.2 The WHB gathering and capture trainee pilot must meet all the minimum qualifications set forth in B10 with the exception of additional pilot requirements specified in B10.2.8.

B11 Personnel Duty Limitations

The Contractor must monitor personnel for fatigue or other conditions which could adversely impact their duty performance and direct them into rest status as necessary even though the daily duty or flight limitations listed below may not yet have been reached.

B12 Flight Crewmembers’ Duty and Flight Limitations

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

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

B12.1.1.1 All flight crewmembers shall have two 24-hour periods of rest (off duty) with any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods shall be 2 calendar days off duty.

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

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting or duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. “Flight time” includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

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

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

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

B12.2.4.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot shall be given the following 24-hour period of rest (off duty) and a new 6-day cycle shall begin. In the conterminous United States, this 24-hour rest period shall be 1 calendar day off duty.

SECTION B – TECHNICAL SPECIFICATIONS

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

B13 Mechanic Requirement

The Contractor must provide, in addition to a pilot, a mechanic to service and inspect the contract aircraft. The mechanic does not need to remain with the helicopter, but needs to be available when aircraft maintenance is required or needed.

B14 Mechanic Qualifications

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

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

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

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

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

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

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

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

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

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

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

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

B16 Fuel Servicing Vehicle Driver Requirement and Qualifications

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

B17 Fuel Servicing Vehicle Driver Duty Limitations

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

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

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

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

B18 Reserved

SECTION B – TECHNICAL SPECIFICATIONS

OPERATIONS

B19 Pilot Authority and Responsibility

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

B19.1 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.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Contracting Officer (CO) or his or her authorized representative.

B19.3 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. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

B19.4 May perform preventative maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 The pilot does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

B20 Flight Operations

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

Contractor must ensure that all personnel operate in compliance with the following requirements:

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

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

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

B20.2.1 Gathering and capture briefings. Contractor (and Government if involved) personnel must perform a briefing each day that gathering and capture operations are contemplated. This briefing must include discussion of communications and specific safety concerns.

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

B20.4 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

B20.5 Reserved.

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

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

B20.8 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with

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the DOI bureau's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

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

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

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

B20.12 Optional pilot training operations.

Use of a trainee pilot, on any WHB gathering and capture project must be requested in advance of the flight by the Contractor and approved by the Government.

B20.12.1 The approved pilot trainer must be on board for all training flights and will be responsible for safety and training.

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

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

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

B21 Security of Aircraft and Equipment

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

B21.1 Physical security. Any aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable,

provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.1.2 Using other means of securing or disabling an aircraft is acceptable provided it achieves a level of security equal to or greater than the following example locking devices and methods:

- 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

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

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

B22.1 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.

B22.1.1 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B and HGU-56P manufactured by Gentex, the Alpha 200, Alpha 400 and Alpha Eagle (900) manufactured by Interactive Safety Products, and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and LH250 (dual visor--one inner and one outer).

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Note: Helmets designed for use in fixed-wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B22.2 Fire resistant clothing consisting of:

B22.2.1 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B22.2.2 Garments worn over the Nomex flight suit such as coats, bib pants, and coveralls are acceptable and shall also be made of Nomex or other fire resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool, cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends shall not be worn.

B22.2.3 Underwear, socks, and clothing worn under the flight suit and next to the skin will be made of Nomex or natural fibers such as cotton or wool. Materials with low temperature melting characteristics such as synthetics are not approved.

B22.2.4 Boots with tops which must extend above the ankle and must be constructed so that metal parts such as shoestrings or zippers do not contact the wearer's skin. Nonleather boots must be flight approved in accordance with United States military standards for aviation use. During cold weather, insulated boots are acceptable.

B22.2.5 Leather or polyamide or aramid gloves.

B23 Personal Protective Equipment (PPE) for Ground Operations

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

B23.1.1 Shirt with sleeves overlapping gloves, pants with legs overlapping boots, hard hat or flight helmet with chinstrap fastened, and hearing and eye protection. Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B23.1.2 Fuel service vehicle operators must wear nonstatic (example: cotton/natural fiber) clothing and gloves.

B24 Exemption for Transportation of Hazardous Materials

B24.1 The Contractor may be required to transport hazardous materials. Such transportation must be in

accordance with 49 CFR, Department of Transportation Special Permit DOT-SP-9198, and the *DOI/USDA Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B24.2 A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook* must be carried aboard each aircraft transporting hazardous materials.

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

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

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.2 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). or Mil T-910 (grade 80, 100, or 100LL). Contractors must ensure that bulk fuel obtained directly from distributors meets these same specifications. The Contractor must keep all fuel delivery records through the entire contract period.

B25.1.3 The Contractor must have a fuel quality assurance program and ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.4 In addition to all minimum requirements found under 40 CFR Part 112, a SPCC plan is also required for each mobile fueler (as defined in 40 CFR Part 112) (fuel servicing vehicle) used on this contract regardless of the bulk storage container (tank) size.

B25.2 Fueling Operations. The Contractor must ensure that:

B25.2.1 Rapid refueling is not required on this contract and considered optional. However, if requested by the Government and the Contractor agrees, rapid refueling is

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permitted providing the Contractor has a program for rapid refueling of the helicopter offered. When requested by the Government and the pilot agrees, rapid refueling of helicopters is permitted by this contract when done in accordance with *NFPA 407: Aircraft Fuel Servicing*, chapter 5, section 21. NFPA 407 5-21.2(b), Government personnel are not to be on board the aircraft during refueling operations.

B25.2.2 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.

B25.2.3 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

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

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

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

B27.2 The Contractor must provide and make available a list of complied with MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

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

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's

accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

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

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

B29.3 Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Contracting Officer's Representative.

B29.4 The cargo hook must be maintained in accordance with the manufacturer's operating and maintenance instructions. If there is no hook manufacturers recommended maintenance and overhaul program, completely disassemble, inspect, repair as required, lubricate, and perform a full-load operational check every 24 calendar months.

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

B30 Maintenance Test Flight

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

B30.2 The Contractor must immediately notify the Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (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.

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

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-

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approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

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

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

B31.4 Manufacturer's inspections for aging aircraft. In order to ensure the continuing airworthiness of aging aircraft, all manufacturer's aging aircraft programs shall be complied with. The program inspections of aircraft and records reviews shall follow the manufacturer's recommended times and at specified intervals thereafter. A record is to include, at a minimum, the method used to comply with the aging aircraft requirement, the aging aircraft task number, the revision date, and, if the aging aircraft task has requirements for recurring action, the time-in-service and the date when that action is required.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, 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.

B33 Turbine Engine Power Assurance Checks

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (48 CFR 52.212-4 APR 2012) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 48 CFR 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.* –

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision

shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor

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for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (48 CFR 52.212-5 Jan 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(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

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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 (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (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).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011)(15 U.S.C. 637(d)(4).

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

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

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

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

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003)of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not

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applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (MAY2012)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 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.

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(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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xiv) 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). 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 (48 CFR 52.212-4(a)), the following is added

C3.1 Inspection Scheduling and Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

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.

C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

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

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

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

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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 C3.10.

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 The contractor must either have the wire strike kit (B6.17) installed at time of initial inspection or provide documentation ensuring the equipment has been ordered and the expected delivery date.

C3.5.3 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.6 Personnel

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

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

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

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.

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.

Low-level flight (within 500' of the surface)

Mountain flying (helicopter)

Resource reconnaissance

Animal gathering and capture

Animal herding

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

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 Substitute Personnel, Aircraft, or Equipment

C3.8.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. 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 bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at

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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 may be deducted from payments due the Contractor.

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 Invoice (48 CFR 52.212-4(g)(1)), the following is added

C4.1 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (DOI September 2011)

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

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

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

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

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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 Prompt Payment (48 CFR 52.212-4(i)(2)), the following is added:

C5.1 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

C6 Taxes (48 CFR 52.212-4(k)), the following is added

C6.1 Federal Airport and Airway Excise Taxes. Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C6.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C6.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov.

C6.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

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C6.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C6.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C6.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C6.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing

they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

ADDITIONAL CONTRACT TERMS AND CONDITIONS

C7 Federal Acquisition Regulation (48 CFR) Clauses

C7.1 Reserved

C7.2 Type of Contract (48 CFR 52.216-1 APR 1984)

The Government contemplates award of a fixed unit price indefinite delivery/indefinite quantity type contract.

C7.3 Ordering (48 CFR 52.216-18 OCT 1995)

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

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

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

C7.4 Order Limitations (48 CFR 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 \$500,000 Dollars;

(2) Any order for a combination of items in excess of \$6,000,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum

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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.

C7.5 Indefinite Quantity (48 CFR 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.

C7.6 Option to Extend Services (48 CFR 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.

C7.7 Option to Extend the Term of the Contract (48 CFR 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 **four (4) years and six (6) months**.

C7.8 Availability of Funds (48 CFR 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.

C7.9 Availability of Funds for the Next Fiscal Year (48 CFR 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.

C7.10 Clauses Incorporated By Reference (48 CFR 252-2 Feb 1998)

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

www.acquisition.gov/far

C8 Aviation Technical Delegation

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.

C8.1 Contracting Officer's Technical Representative (COTR). A COTR written designation will be done at the time of contract award. The COTR is authorized to take any

SECTION C – CONTRACT TERMS AND CONDITIONS

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 is:

Western Regional Office

Mr. Gary Kunz
DOI – Office of Aviation Services (OAS)
Western Regional Office
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9310
Fax: 208-334-9303

C8.2 The nature of the services expected under this contract(s) will be to support predominantly the Bureau of Land Management (BLM) within the lower 48 United States. The primary area of projects is anticipated to be in the 11 Western United States. No CO designation of Contracting Officer's Representative (COR) or Project Inspector (PI) will be utilized under the contract(s) awarded.

C8.2.1 A bureau representative will be identified at the time a Contractor is selected for a project. This individual will be a contact point concerning the specific project and is authorized to take any or all actions with respect to administrative functions related to the project. Such items will include:

1. Confirm the project start date/time and the daily schedule.
2. Provide bureau information specific to the project to be accomplished.
3. Monitor contract performance to assure performance conforms to the terms and conditions of the contract. Advise CO when it does not.
4. Assure completion of an Aircraft Use Report which will substantiate payments to be made to the Contractor.
5. Complete an evaluation of Contractor performance for the project accomplished and return it to the Government contracting office.

C8.3 Reserved

C9 Department of the Interior National Business Center Acquisition Directorate Clauses (NBC AQD)

C9.1 Services Greening Clause (NBC-AQD JAN 2012)

(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.

C9.2 Limitation on Subcontracting Report - Alternate I (NBC-AQD 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 March 31 of each year the contract is in effect.
- 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

C10 Aircraft Insurance

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

ADMINISTRATIVE TOPICS

SECTION C – CONTRACT TERMS AND CONDITIONS

C11 Contractor Personnel Security Requirements

C11.1 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.

C11.2 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.

C12 Notice of Contractor Performance Assessment Reporting System (DOI Notice 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.csd.disa.mil/>. 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.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

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

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

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

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

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

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

C13 Reserved

C14 Aircraft Use Report

C14.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E or other form as directed by the CO. An electronic report will be initiated by the Contractor in a

SECTION C – CONTRACT TERMS AND CONDITIONS

Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E or other form as directed by the CO. Hard copies of the signed form are to be uploaded/attached to the electronic report created in the electronic system. Additional information relative to the electronic system will be provided at time of award.

C14.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C14.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C14.4 Subsequent electronic invoicing through IPP (DIAR clause above) will match the same period as the Aircraft Use Report submission.

C15 Personnel Conduct

C15.1 Replacement of Contractor Personnel

C15.1.1 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.

C15.1.2 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.

C15.1.3 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.

C15.2 Suspension of Pilot

C15.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C15.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C15.2.3 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.

C15.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C16 Safety and Accident Prevention

C16.1 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).

C16.1.1 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.

C16.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C16.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C16.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C17 Mishaps

C17.1 Mishap Definitions

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

C17.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C17.1.2 Agency Aviation Safety Manager (ASM). The agency ASM is the individual responsible for all matters concerning accident and incident with potential investigations occurring under this contract. The agency ASM is:

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

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

C17.1.3 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C17.1.4 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C17.1.5 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C17.1.6 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C17.1.7 SafeCom. 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 AMD-34 or FS 5700-14).

C17.2 Mishap Reporting

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

C17.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C17.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C17.3 Forms Submission

C17.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C17.3.2 The Contractor must submit a "SafeCom" to the agency 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 <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

C17.4 Pilot Suspension

See Suspension of Pilot clause C15.2.

C17.5 Preservation Requirements

C17.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C17.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C17.6 Mishap Investigations

C17.6.1 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.

C17.6.2 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

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equipment, damaged or undamaged, that the agency deems necessary.

C17.8 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.

C17.8 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.

C18 Economic Price Adjustment - Fuel

C18.1 During the contract period, including any option years, the contract flight rate(s) may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C18.2 The CO will conduct a fuel survey of the fuel source locations identified in Section A approximately May 15th and October 15th of each year the contract is in effect with any contract flight rate changes being effective as provided below.

C18.3 Prices for fuel for purposes of this clause will be obtained from <http://www.airnav.com/fuel> or by telephone and are the full service (FS) (no additives) prices, quoted as guaranteed or current within 15 days of the adjustment date(s) identified above. Any price not identified as guaranteed or is not current within 15 days of the adjustment date will be obtained by direct contact with the fuel source location.

C18.4 **Base Price.** An initial base price for jet fuel and 100 LL aviation gasoline will be established at the approximate time of solicitation issuance. The applicable base price will be used for the applicable aircraft make/model. The base prices are the average commercial fuel prices that will be computed from pricing obtained from the identified sources in Section A. **The base prices for fuel are identified in Section A, Requirements and Prices.**

C18.5 **Survey Price.** The survey prices are the average of commercial fuel prices in effect at the time of a survey. Provided variation in the average survey prices per gallon for fuel are 10 percent more or less per gallon from the base prices, the CO will make an adjustment to the contract flight rates as described below. If an adjustment is made to either jet fuel or 100 LL aviation gasoline, the survey prices will become the new base prices for that contract period. If no adjustment is made, the base prices for that contract period will remain unchanged.

C18.6 **Flight Rate Adjustment.** Adjustment to the contract flight rates is accomplished by taking the difference between the average base and survey prices and multiplying that number by the fuel consumption rate (taken from Exhibit in Section C) for each Contractor's awarded aircraft make and model. The amount is added/subtracted to the current contract flight rates to arrive at the adjusted contract flight rates.

C18.6.1 The CO will provide notification to all Contractors if contract flight rates are adjusted as a result of this clause. Adjusted rates will apply to flight time occurring June 1st and after, and November 1st and after, until the next adjustment is made, if applicable.

C19 Contract Pricing

Unit prices for Schedule A pricing items must be in whole dollars (see D4.2) unless otherwise specified in Section A. If any 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.

PERFORMANCE PERIODS

C20 On Call Contract Period

C20.1 The on call contract period shall be for the period of time identified in Section A and if extended for additional option years, the period of time shown for each year. No adjustment will be made to the start or end date as a result of the actual award, date, aircraft/personnel inspection and approval date(s) and/or project work dates.

C20.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere in this contract.

C20.3 The Government will not consider any contract aircraft to be under its operational control when the Contractor has not been ordered for services, is not available or capable of providing Government scheduled services.

C20.4 Services during a project shall be exclusively in support of the Government project as directed subject to the availability requirements specified herein. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

ORDERS FOR SERVICE

C21 General Order Information

C21.1 As the need for services become known, orders for service will be placed with the on call WHB Contractor(s) conforming to the Government's requirements for aircraft services. The Government does not guarantee the placement of any orders for use under this contract and is obligated only to the extent of authorized orders actually placed.

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C22 Authorized Ordering Activities

C22.1. Offices and or individuals authorized by the BLM WHB program may initiate and identify a need for flight service with the Contractor. The user identifying a need for service is responsible for creating, documenting in writing, and submitting order requests to the Boise Acquisition Office utilizing established Acquisition processes and procedures.

C22.1.1 Orders for flight services for WHB missions may only be issued by a Contracting Officer. An order may be made orally or electronically, but must be followed up in writing on a Government order form indicating a funding source and signed by a Contracting Officer.

C22.2 Orders accepted by the Contractor from a source not identified herein, could result in nonpayment of service.

C23 Basis for Order Selection

C23.1 Selection of a Contractor for a Government order for service will be determined on a best value basis normally using aircraft capability based upon mission factors, Contractor availability, familiarity with the work area, and estimated cost (to include mobilization and demobilization factors) for the Government's projected period of need and a record of satisfactory order past performance. When determined and documented to be in the best interest of the Government, the Government reserves the right to select other than the lowest priced Contractor consistent with the provisions contained herein. The Government will utilize a listing of awarded contracts to accomplish the analysis to determine the most advantageous Contractor for accomplishment of the project.

C23.2 Government orders **must** identify the pilot skill required for the mission. (i.e. Program 1: inventory/census/survey or Program 2: gathering and capture). Contractors must ensure they confirm the pilot skill required for every order that is accepted. Failure to do so could result in loss of a pilot's approval in the event a pilot is utilized that is not approved for the program mission.

C24 Point of Hire

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order (whichever is closer) and confirmed on the Government resource order/documentation.

C25 Government Cancellations

C25.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor

with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include the Task Order Number issued to the contractor. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C25.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C25.2.1 Prior to Contractor departure to work location: the amount equal to one hour of flight time at the specified aircraft contract flight rate. (No availability, guarantee, subsistence or other miscellaneous items)

C25.2.2 After Contractor's departure to work location: the amount equal to one hour of flight time at the specified aircraft contract flight rate AND actual flight time and fuel servicing vehicle mileage necessary to return aircraft and fuel vehicle to the Contractor's point of hire location. (Outbound and return flight and mileage) (No availability, guarantee, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time and fuel vehicle mileage incurred)

C25.2.3 The Contractor will submit claims for cancellations in the same manner other requests for payments are made.

AVAILABILITY REQUIREMENTS

C26 Availability

C26.1 For projects that are ordered and accepted, the Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled for a project. The total daily use period will be as scheduled by the Government, but may not exceed each individual crew member's daily duty/flight limitations. Pre and post flight activities shall be accomplished within the scheduled 14 hour duty day. Routine maintenance shall be performed before or after the daily scheduled use period.

C26.2 The ordered period of service for individual projects shall extend from the time services begin until released by the Government and will include required ferry time to and from the project site.

C26.3 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service each day. Extended standby is applicable only to those crew members (pilot and fuel servicing vehicle driver) required for the project and will not be paid for a training pilot being utilized as provided under B10.4. Extended standby is not

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intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C26.4 The Government will schedule daily operations with the pilot.

C27 Unavailability and Damages

Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the project contact representative that services are once again available.

MEASUREMENT AND PAYMENT

C28 General

C28.1 Pricing offered under Section A will remain in effect for each year's contract period. No price changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, Economic Price Adjustment-Fuel, etc.) or as otherwise determined by the CO to be in the Government's best interest. Contracts will not be modified after award with any change that may be perceived to give any one Contractor a competitive advantage over other Contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all Contractors.

C28.2 Measurement and payment will be made only when flight services have been ordered, accepted and provided under this contract.

C29 Daily Availability

C29.1 Availability of service during the established and agreed upon availability period (not to exceed 14 hours) is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions, and payment of extended availability if applicable.

C29.2 Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C29.2.1 The minimum truck requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Contractor will not result in adjustments to the extended standby rate.

C30 Aircraft Flight Time

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

C30.2 Payment for Aircraft Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor. The flight rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) necessary to provide continuous service as well as those costs directly attributable to actual flight.

C30.3 Flights Associated with Inspection. Flight time associated with Office of Aviation Services (OAS) (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C30.4 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

C31 Mobilization/Demobilization

Actual ferry flight time and fuel servicing vehicle mileage (trailing as applicable) for individual projects will be paid at the flight rates specified in Section A from the Contractor's point of hire to the project site and return.

C32 Guarantee

C32.1 The Government will pay the Contractor a flight guarantee when documented on the invoice for payment and the Aircraft Use Report, OAS-23/23E or other form as directed by the CO. 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 three (3) hours 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.

SECTION C – CONTRACT TERMS AND CONDITIONS

C32.2 The minimum guarantee specified above will apply on days the Contractor is required to remain overnight away from the Contractor's base of operations identified in Section A, or is required to be available for the Government's exclusive use for four (4) or more hours during a day.

C32.3 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that result in the loss of three (3) or more hours of availability.

C32.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C32.4 A line entry should be included on the Aircraft Use Report, OAS-23/23E or other form as directed by the CO showing the flight time due with GT used as the pay item code. Payment for the guarantee due will be made at the flight rate specified in Section A.

C33 Additional Pay 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. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C33.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C33.1.1 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).

C33.1.1.1 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.

C33.1.1.2 No lodging receipts are required to support the subsistence claim.

C33.1.2 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.

C33.1.3 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.

C33.1.4 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. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$46.00

Lodging: \$77.00

Total: \$123.00

HIGH RATE

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

C33.2 **Fuel Servicing Vehicle Mileage**. The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

Note: The Contractor's invoice for payment and Aircraft Use Report, OAS-23/23E or other form as directed by the CO should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$1.35 per mile.

C33.3 **Fuel Supply Expense**. The Contractor is responsible for the purchase and payment of all fuel required for performance of this contract regardless of the fuel source.

C33.4 **Helicopter Trailing**. Applicable to Contractors offering trailing capability. For purposes of determining order placement mobilization/demobilization costs, the Government will consider helicopter trailing when offered, over flight time, when the Government's project base is over 300 road miles from the Contractor's operating base/location. For projects located under 300 road miles, mobilization/demobilization costs will be computed using helicopter flight time.

SECTION C – CONTRACT TERMS AND CONDITIONS

C33.4.1 The Contractor may ferry the helicopter in lieu of trailering, however, payment for ferry flight time shall not exceed the cost that would have been incurred to trailer the helicopter.

C33.4.2 The lump sum amount specified in Section A will be paid each time the Contractor must load/unload the helicopter from the trailer. (Typically trailering would be two (2) – load/unloads for a project with each (load/unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at Contractor’s base and remove at Government project site; this is one load/unload and payment would be made for the lump sum amount AND upon conclusion of the project, load helicopter and trailer to Contractor’s operating base/location and then unload helicopter; this is the second load/unload and payment would be made for the lump sum amount.)

C33.4.2.1 Actual trailering mileage will be paid at the trailering mileage rate offered in Section A. The trailering mileage rate is used only when the helicopter is actually trailered and is in lieu of the fuel vehicle mileage rate established for projects.

C33.5 **Miscellaneous Expenses.** Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the Contractor’s operating base may be paid at actual cost, when authorized in advance by the field user. Examples of such items are airport use costs (tie-downs, landing fees) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C33.6 **Equipment Option(s) for Aircraft.** Contractor may offer an agricultural navigation GPS that would enhance WHB activities. When such offered equipment is specifically ordered by the Government, the Contractor will be paid the daily rate for each day the equipment is utilized. The daily amount is in addition to flight time payment

C33.7 **Second Pilot in Training.** No additional payment will be made if a pilot in training is utilized.

C34 Government Miscellaneous Charges

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

EXHIBITS

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

Section B

- Standard Interagency Load Calculation Form
- Helicopter Fuel Consumption and Weight Reduction Chart
- Unacceptable Lap Belt and Shoulder Harness Conditions
- Acceptable Paint Schemes

- First Aid Kit and Survival Kit
- Helicopter Like Makes and Models

Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

INTERAGENCY HELICOPTER LOAD CALCULATION AMD-67/FS 5700 (10/06)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1 DEPARTURE	PA	OAT	<input type="checkbox"/>
2 DESTINATION	PA	OAT	<input type="checkbox"/>
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT (_____ gallons X _____ lb per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			
PILOT SIGNATURE			
MGR SIGNATURE		Hazmat Yes ___ No ___	

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)

Interagency Helicopter Load Calculation Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT
HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART**

		Fuel Consumption	Load Calculation
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
	BELL	47	17A
47/SOLOY		23	120
204B (UH-1 SERIES)		88	200
205A-1		89	260
206B-II		25	100
206B-III		27	130
206L-1		32	150
206L-3 (incl L-1 C30P)		38	180
206L-4		38	180
212		100	390
214B		160	380
214ST		133	NOT ESTABLISHED
222A		70	NOT ESTABLISHED
222B		83	NOT ESTABLISHED
222UT		83	NOT ESTABLISHED
407		45	155
412		110	390
412HP		110	390
MD		500C	23
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
	HILLER	SL-3/4	21A
UH-12		17A	90
1100B		22	130
UH-12/SOLOY		23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A

"A" after the gallons indicates Avgas; all others are turbine. 12/06

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

ACCEPTABLE PAINT SCHEMES

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

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

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

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items
Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant: not required when operating over areas with adequate drinking water)
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

EXHIBIT

SECTION C – CONTRACT TERMS AND CONDITIONS

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

Make	Model
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B, series
Bell	206L series
Bell	212, 412,
MD	369 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

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

Similar military aircraft are not acceptable for grouping.

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

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

DOL WAGE DETERMINATION NO. 1995-0222, REV. 33 DATED 6/18/12

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.70

DOL WAGE DETERMINATION NO. 1995-0221, REV. 29 DATED 6/22/12

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$10.40
Truckdriver, Medium ** Minimum Hourly Wage: \$16.53
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.61

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

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

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 33 and WD 1995-0221 Rev. 29

1. Health & Welfare: \$3.71 per hour or \$148.40 per week or \$643.07 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 33

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

WD 1995-0221 Rev. 29

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

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

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

MINIMUM AIRCRAFT CHARACTERISTICS:

- * Light helicopter(s).
- * Minimum of 2 passenger seats not including pilot.
- * Helicopter Performance. Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished/calculated with 1 pilot @ 200 lb, 2 crewmembers @ 200 lb per person, survival kit @ 25 lb, and fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b). (Use fuel consumption chart provided in the exhibits.) (Calculations must be performed utilizing the Interagency Load Calculation Form provided in the exhibits.) **(Note: The required performance specified below is based on density altitude at the actual time of any flight. For calculation purposes for offer submission, please use the standard temperature per International Standard Atmosphere (ISA) for the altitudes specified below.)**

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

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

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

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

Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats <i>(excludes pilot seat)</i>

Aircraft Equipped Weight *(Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)*

Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below <i>(If none, indicate NONE)</i>		Equipment to be Added to Meet the Aircraft Specifications Requirements <i>(If none, indicate NONE)</i>	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT

ENTER YOUR PROPOSED HOGE AIRCRAFT PAYLOAD

1. By signing below, I acknowledge that I have included for each aircraft offered:

- (1) Latest aircraft weight and balance report.,
- (2) Aircraft equipment list.
- (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.
- (4) This Aircraft Questionnaire completed and signed.
- (5) A completed AM-67/FS5700 Load Calculation Form (found in Section C Exhibits).

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

OFFEROR NAME:			DATE		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____		CHECK ALL THAT APPLY <input type="checkbox"/> 2012 <input type="checkbox"/> 2011 <input type="checkbox"/> 2010
Est. Annual Value of Work:		Estimated Annual Flight Hours:	Client Name/ Point of Contact:		
Client Telephone #:			Client Facsimile #:		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____		CHECK ALL THAT APPLY <input type="checkbox"/> 2012 <input type="checkbox"/> 2011 <input type="checkbox"/> 2010
Est. Annual Value of Work:		Estimated Annual Flight Hours:	Client Name/ Point of Contact:		
Client Telephone #:			Client Facsimile #:		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____		CHECK ALL THAT APPLY <input type="checkbox"/> 2012 <input type="checkbox"/> 2011 <input type="checkbox"/> 2010
Est. Annual Value of Work:		Estimated Annual Flight Hours:	Client Name/ Point of Contact:		
Client Telephone #:			Client Facsimile #:		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____		CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2011 <input type="checkbox"/> 2010
Est. Annual Value of Work:		Estimated Annual Flight Hours:	Client Name/ Point of Contact:		
Client Telephone #:			Client Facsimile #:		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #: <input type="checkbox"/> None		<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____		CHECK ALL THAT APPLY <input type="checkbox"/> 2011 <input type="checkbox"/> 2011 <input type="checkbox"/> 2010
Est. Annual Value of Work:		Estimated Annual Flight Hours:	Client Name/ Point of Contact:		
Client Telephone #:			Client Facsimile #:		