

SECTION A - REQUIREMENTS AND PRICES

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CONTRACT ACRONYMS

AC Advisory Circular
 AD Airworthiness Directive
 AMS Aviation Management System
 A&P Airframe and Power plant
 APCO Association of Public-Safety Communications Officials
 ASM Aviation Safety Manager
 ASO Aviation Safety Office
 ASTM American Society for Testing and Material
 ATC air traffic control
 CFR Code of Federal Regulations
 CO Contracting Officer
 COR Contracting Officer’s Representative
 COTR Contracting Officer’s Technical Representative
 CFR Code of Federal Regulations
 CTCSS continuous tone coded squelch system
 DM degrees/minutes/decimal minutes
 DOI Department of Interior
 DOT Department of Transportation
 ELT emergency locator transmitter
 EPA Environmental Protection Agency
 ERG Emergency Response Guidebook
 FAA Federal Aviation Administration
 FAR Federal Acquisition Regulations
 FS Forest Service
 FTR Federal Travel Regulations
 GVW gross vehicle weight
 GPM gallons per minute
 GPS global positioning system
 HIGE hover-in-ground effect
 HOGE hover-out-of-ground effect
 IAT Interagency Aviation Training
 IBC Interior Business Center
 ICAO International Civil Aviation Organization
 ICS intercom system
 IFR instrument flight rules
 IP Institute of Petroleum
 IPP Invoice Processing Platform
 MMSB Manufacturer’s Mandatory Service Bulletins
 NFPA National Fire Protection Association
 NTSB National Transportation Safety Board
 NWCG National Wildfire Coordinating Group
 OAS Office of Aviation Services
 PA public address system
 PFD personal flotation device
 PIC pilot-in-command
 PPE personal protective equipment
 PSD plastic sphere dispenser
 PSI pounds per square inch
 PTT push to talk
 RFP Request for Proposals
 RPM revolutions per minute
 SFI Safety Foundation Incorporated

STEP Single-skid, Toe-In and Hover Exit/Entry Procedures
 TBO time between overhaul
 TSO technical service order
 UL Underwriter’s Laboratory
 USDA United States Department of Agriculture
 VFR visual flight rules
 VNE velocity never exceed
 VOX voice activation
 VSWR voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1 SOLICITATION REQUIREMENT

2014 On Call Air Tactical Services

The intent of the Government in this solicitation is to award multiple on-call air attack contracts for the Bureau of Land Management. Flight services to include the transport of personnel and/or cargo in support of air tactical operations, aerial fire reconnaissance and detection, nonthreatening law enforcement surveillance and reconnaissance, and other administrative resource activities. Each aircraft will be fully Contractor-operated and maintained. Contractor services include provisions of an airplane, pilot(s), fuel, aircraft maintenance support, and all other associated equipment.

Aircraft will be classified under one of the types listed below based on the information provided

- AIR TACTICAL (ATT-1) AVIONICS TYPE 1
- AIR TACTICAL (ATT-2) AVIONICS TYPE 2
- AIR TACTICAL (ATT-3) AVIONICS TYPE 3

<u>Aircraft Requirements:</u>	Single-engine or multiengine, airplane equipped in accordance with Section B.
<u>Crew Complement Required:</u>	Pilot-in-command (PIC).
<u>Designated Base:</u>	Variable throughout the contiguous USA
<u>Performance Period:</u>	On-Call Services. Date of Award through December 31, 2014
<u>Minimum Aircraft Requirements:</u>	Must have a Standard Airworthiness Certificate Aircraft make and model for which the original equipment manufacturer continues to provide engineering and logistical support. Seating for pilot plus two passengers; passenger seating removable for cargo hauling. Single Engine Airplane: Power loading of not more than 13.5 pounds per horse power Multiengine Airplane: 1) At least 200 horsepower; per engine; any engine developing less than 240 horsepower shall be turbo/super charged. 2) A positive single engine rate of climb at maximum takeoff weight, 5,000 feet pressure altitude and ISA plus 30° Celsius

Note: The above minimum aircraft requirements will be confirmed by your submission of copies of aircraft flight manual excerpts, copies of STCs, performance charts as appropriate, or other substantiating documentation that demonstrates the aircraft offered meets the above requirements when you submit your proposal. (See Section D4 and the Aircraft Questionnaire submission requirement.)

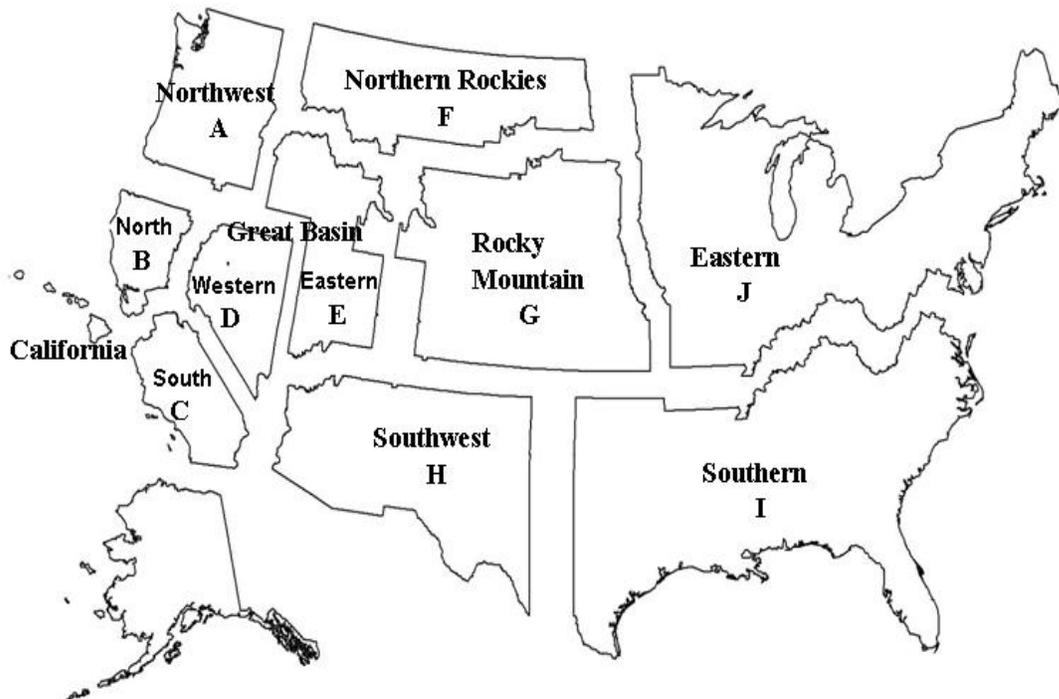
SECTION A - REQUIREMENTS AND PRICES

INSTRUCTIONS FOR COMPLETION OF THE FOLLOWING PRICING SCHEDULES

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

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

OFFEROR'S LOCATION IDENTIFIER MAP



SECTION A - REQUIREMENTS AND PRICES

3. Enter the applicable make and model of the aircraft being offered along with a daily availability / flight rate and project flight rate for all calendar years; 2014, 2015, 2016, and 2017. Pricing must be included for all years in order for the offer to be acceptable. Enter individual FAA N number(s) of each aircraft where identified. For evaluation purposes the Government workload estimates identified in Section D11 will be applied to the availability and flight rates offered. The totals for availability and estimated flight for all years will be added together to arrive at the estimated evaluated price for each aircraft that is offered.

4. Complete the Aircraft Questionnaire and OCAT Aircraft Supplemental Information form (Section E Exhibit 2 and 3) for each aircraft offered.

5. The Schedule of Items pricing pages included in this document and that are awarded will be made a part of subsequent individual conformed contract. However, contract pricing of all awarded contracts will be converted to a master on call air tactical listing which will be used to reflect any subsequent changes to contract(s) pricing. This listing is expected to be similar to the current listing which can be found at:

<http://oas.doi.gov/apmd/cwn/cwn.htm> under On Call Air Tactical Fixed Wing

Aircraft Typing Standards (Current)

THE BELOW CHART SUMMARIZES REQUIREMENTS FOR TYPE 1, 2 AND 3 AIRCRAFT. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE MINIMUM AND REQUIRED DETAILS SPECIFIED FOR EACH TYPE (1, 2, 3) AS EXPLAINED IN SECTION B.7 (Items identified with 'X' are required for the air tactical type aircraft. Items identified as optional are not required, but are desirable; see B7.8)

NOTE: See Section C Exhibit 1 for proposed Aircraft Typing Standards. Contractors will be notified in writing by the Contracting Officer when new Aircraft Typing Standards are implemented and aircraft are reclassified.

EQUIPMENT	SEE SECTION	AIR TACTICAL TYPE		
		1	2	3
ELT MEETING TSO-C126 (406MHz)	B7.3.1	X	X	X
VHF-AM AERONAUTICAL RADIO(S)	B7.3.2	X - 2 ea.	X - 2 ea.	X - 2 ea.
VHF-FM AERONAUTICAL RADIO(S)	B7.3.3	X - 2 ea.	X - 1 ea.	X - 1 ea.
AUX-FM RADIO PROVISIONS	B7.3.4	X - 1 ea.	X - 1 ea.	
AFF (Automated Flight Following)	B7.3.5	X	X	X
PANEL-MOUNT TYPE GPS	B7.4.1	X	X	
PORTABLE GPS (SECURELY MOUNTED)	B7.4.2			X
DUAL AUDIO SYSTEMS/AFT XMIT/4X ICS	B7.5	X	X	
SINGLE AUDIO SYSTEM//2X ICS	B7.6			X
TRANSPONDER	B7.7.1	X	X	X
TCAS/TCAD/TAS	B7.7.2	X	Optional	Optional
IFR EQUIPMENT (VOR/GS/MB/DME/etc.)	B7.7.3	X	Optional	Optional
EFB (Electronic Flight Bag) charging capability	B7.7.4	X	Optional	Optional
VHF-FM RADIO PROGRAMMING PORT(S)	B7.8.1	Optional	Optional	Optional

SECTION A - REQUIREMENTS AND PRICES

ITEM 1 PRICING – AIR TACTICAL

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

OFFEROR NAME	
Aircraft Make & Model	
Aircraft Registration Number(s) Include all tail numbers for the above make and model	
Principle Base of Operation (Include Operating Base Location Identifier from map on page 5)	

ON CALL CONTRACT PERIOD: Date of Award through December 31

LINE ITEM	DAILY AVAILABILITY (C31)	PAY ITEM CODE	UNIT	UNIT PRICE
1AA	1st YEAR – Price per day for availability Date of Award through 12/31/2014	AV	DAYS	
1AB	2nd YEAR (Option Year 1) – Price per day for availability 01/01/2015 through 12/31/2015	AV	DAYS	
1AC	3rd YEAR (Option Year 2) – Price per day for availability 01/01/2016 through 12/31/2016	AV	DAYS	
1AD	4rd YEAR (Option Year 3) – Price per day for availability 01/01/2017 through 12/31/2017	AV	DAYS	

LINE ITEM	FLIGHT TIME (C33)	PAY TEM CODE	UNIT	UNIT PRICE
1BA	1st YEAR – Price per flight hour for flight time Date of Award through December 31, 2014	FT	HOURS	
1BB	2nd YEAR (Option Year 1) – Price per flight hour for flight time 01/01/2015 through 12/31/2015	FT	HOURS	
1BC	3rd YEAR (Option Year 2) – Price per flight hour for flight time 01/01/2016 through 12/31/2016	FT	HOURS	
1BD	4rd YEAR (Option Year 3) – Price per flight hour for flight time 01/01/2017 through 12/31/2017	FT	HOURS	

LINE ITEM	PROJECT FLIGHT RATE (C32)	PAY ITEM CODE	UNIT	UNIT PRICE
1CA	1st YEAR – Price per flight hour for flight time Date of Award through December 31, 2014	P24	HOURS	
1CB	2nd YEAR (Option Year 1) – Price per flight hour for flight time 01/01/2015 through 12/31/2015	P24	HOURS	
1CC	3rd YEAR (Option Year 2) – Price per flight hour for flight time 01/01/2016 through 12/31/2016	P24	HOURS	
1CD	4rd YEAR (Option Year 3) – Price per flight hour for flight time 01/01/2017 through 12/31/2017	P24	HOURS	

SECTION A - REQUIREMENTS AND PRICES

ADDITIONAL PAY ITEMS

LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
3CA	Extended Standby – Pilot	EP	INDEFINITE	HOUR	\$ 50.00
3CB	Additional Pilot	P03	INDEFINITE	DAY	\$500.00
3CC	Subsistence Allowance	PD	INDEFINITE	OVERNIGHT	Per FTR Schedule
3CD	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
3CE	Segment Tax	ST	INDEFINITE	EACH	Actual

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

Contracting Officer will complete when fuel adjustments are made - C19

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	5.87	Jet Fuel	
100LL Aviation Gasoline	6.36	100LL Aviation Gasoline	
EFFECTIVE DATE	Award	EFFECTIVE DATE	
SOURCE DOCUMENT	Original contract	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Fuel prices obtained from <http://www.airnav.com/fuel> as provided under C19

	100LL AVIATION GASOLINE	JET FUEL (Base Price)
San Bernardino International Airport, CA (KSBD)	6.42	5.62
Cutter Flying Service, Albuquerque, NM (KABQ)	6.77	6.21
Premier Aviation, Tucson, AZ (KTUS)	5.75	4.79
Sphere One Aviation, Cedar City, UT (KCDC)	5.89	5.99
Western Aircraft, Boise, ID (KBOI)	6.81	5.78
Edwards Jet Center, Billings, MT (KBIL)	5.95	5.60
West Star Aviation, Grand Junction, CO (KGJT)	6.82	6.82
Atlantic Aviation, Reno, NV (KRNO)	6.52	6.63
Midstate Aviation, Ellensburg, WA (KELN)	6.28	5.43
Average	6.36	5.87
Date fuel prices obtained	December 17, 2013	

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

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

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

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

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

B2 Certifications

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

B2.1 A Title 14 of the Code of Federal Regulations (CFR) Air Carrier Certificate or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., airplane, multiengine, visual flight rules (VFR), instrument flight rules (IFR), day/night, passengers, and cargo).

B2.2 The aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B2.3 The contract aircraft must have a Standard Airworthiness Certificate and have engineering support for continued air worthiness from the current type certificate holder or supplemental type certificate holder. Installation of any equipment required by this contract must be FAA approved.

B3 Order of Precedence (Specifications)

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

B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information available (i.e. task number, performance period). Once available a copy of the task orders should be carried in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

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

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

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

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

SECTION B – TECHNICAL SPECIFICATIONS

B6 Aircraft Equipment Requirements

Any aircraft, provided for use under this contract must be equipped with items as shown below:

B6.1 Current aeronautical charts covering area of operations.

B6.2 Reserved

B6.3 Free air temperature gauge.

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

B6.5 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 Fire extinguisher(s), as required by 14 CFR Part 135, for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual. The contractor must maintain a record of manufacturer required inspections either attached to the fire extinguisher or in the aircraft logbooks.

B6.7 Dual controls for initial pilot performance evaluation.

B6.8 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.9 A wing and tail strobe light system with an independent activating switch.

B6.10 High-visibility, pulsating, forward facing, conspicuity lighting.

B6.11 Reserved.

B6.12 Cabin heater and window defogger.

B6.13 Reserved.

B6.14 A first aid kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.15 A survival kit containing at least the 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 calculations.

B6.16 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tie down in cabin and baggage compartment area.

B7 Avionics Requirements

B7.1 General – applicable to all aircraft.

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

B7.2 Avionics Installation and Maintenance Standards

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

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

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

B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must have or interfaced with a GPS system so as to transmit aircraft location and registration number when activated. The ELT must also be registered with NOAA, include a 121.5 MHz homing beacon, and be equipped with an external fixed-type antenna, mounted atop the fuselage.

SECTION B – TECHNICAL SPECIFICATIONS

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, with at least one of the two units having a minimum of 760 channels covering 118.000 to 136.975 MHz and the other with a minimum of 720 channels covering the frequency range of 118.000 to 135.975 MHz, both with channels selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. Each transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot.

B7.3.3 One or two (see Aircraft Typing Standards (Current) Chart in Section A for applicability) P25-compliant VHF-FM transceivers. Each required transceiver(s) (FM-1/FM-2), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. Each transceiver's operational controls must be located and arranged so that the pilot and ATGS/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 Each transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. Each transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

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

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

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

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

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf. Transceivers known to meet those specifications are included in the listing located at: http://www.nifc.gov/NIICD/docs/approved_radios.pdf (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it will not be required until the end of the following year.

B7.3.4 Provisions for auxiliary VHF-FM (AUX-FM) portable radio (see Air Tactical Type chart Exhibit in Section C for applicability):

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

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

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B7.3.4.5 In lieu of the above AUX-FM requirements, the Contractor may substitute one VHF-FM aeronautical transceiver (FM-2 or FM-3) which meets the requirements (less guard) for the VHF-FM aeronautical transceivers (FM-1/FM-2), as detailed above.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

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

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

B7.3.5.3 The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model;

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

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

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

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

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted (see Aircraft Typing Standards (Current) Chart in Section A for applicability). Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS must have a current database (minimum of one update per year for VFR only aircraft required) covering the continental United States. Contractors accepting dispatches to Alaska must also include an Alaska database in the GPS. The GPS installation must be FAA approved (or approval pending). Handheld and/or marine type equipment is not acceptable.

B7.4.2 A portable (see Aircraft Typing Standards (Current) Chart in Section A for applicability) Global Positioning System unit, located conveniently for the pilot, using aircraft power, with an antenna mounted separately from the GPS receiver. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS receiver and antenna must be securely mounted while in flight. A panel-mounted type GPS, meeting the requirements of B7.4.1 above, is also acceptable.

SECTION B – TECHNICAL SPECIFICATIONS

B7.5 Dual Audio System(s) (see Aircraft Typing Standards (Current) Chart in Section A for applicability)

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

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and ATGS/copilot. The system must be configured so that the pilot and ATGS/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system. **(The following requirement is mandatory for ATT-1 and Optional for ATT-2)** One aft seat position must be equipped with an audio control system which will allow an ATGS instructor to utilize the transmit function and monitor the receivers as selected by the ATGS/copilot.

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and ATGS/co-pilot selection of audio from one or any combination of available receivers. The ATGS instructor and one other aft seat passenger positions must monitor the receiver(s) as selected by the ATGS/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

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

B7.5.2 An ICS must be provided for the pilot, ATGS/copilot, the aft seat ATGS instructor, and one other aft seat passenger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability,

controlled via voice activation [VOX], must be provided for each position above. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

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

B7.5.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot, ATGS/copilot, and aft seat ATGS instructor positions. The pilot's PTT switch must be mounted on the control yoke. The PTT switches for the ATGS/copilot and ATGS instructor positions must be mounted on the cord to the headset/microphone connector, or otherwise conveniently located for use, however, PTT switches for the ATGS/copilot, other than those mounted on the flight controls must be furnished.

B7.6 Single Audio System (see Aircraft Typing Standards (Current) Chart in Section A for applicability)).

B7.6.1 One audio control system, with two sets of JJ-033/JJ-034 headset jacks, shall be provided in a location convenient for use by the pilot and copilot/ATGS. The system shall provide pilot and copilot/ATGS with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios. Transmitter sidetone audio shall be provided for the operator(s). The system shall also provide controls for adjustment of both ICS and receiver audio output levels. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.6.2 An ICS must be provided for the pilot and ATGS/copilot. An ICS audio level control must be provided. ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via voice activation [VOX], must be provided for each position above. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

SECTION B – TECHNICAL SPECIFICATIONS

B7.6.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

B7.6.3.1 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

B7.6.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot and ATGS/copilot positions. The pilot's PTT switch must be mounted on the control yoke. The PTT switches for the ATGS/copilot position must be mounted on the cord to the headset/microphone connector, or otherwise conveniently located for use, however, PTT switches for the ATGS/copilot, other than those mounted on the flight controls must be furnished.

B7.7 Other Required Avionics

B7.7.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B7.7.2 Traffic awareness and avoidance system (see Aircraft Typing Standards (Current) Chart in Section A for applicability) The aircraft must be equipped with an FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antenna(s) mounted on the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

B7.7.2.1 The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does

not permit the system to be inoperable for a period exceeding 15 days.

B7.7.2.2 The following systems are known to meet the above requirements:

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

TAS: Bendix-King KTA 870, Goodrich Skywatch HP

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

B7.7.2.3 Satellite-based Traffic Information Systems (TIS), and Automatic Dependent Survey Type "B" (ADS-B) systems do not meet the above requirements.

B7.7.3 (multi-engine and single turbine engine aircraft only) The aircraft must be equipped with the navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

B7.7.3.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.

B7.7.3.2 One glideslope (GS) system, with a minimum of 20 receive channels.

B7.7.3.3 One marker beacon receiver system with three-light indicator.

B7.7.3.4 One Distance Measuring Equipment (DME) system, with a minimum of 100 channels and NAV-1/NAV-2 channeling. Note: If the GPS unit supplied to meet the requirements of B7.4.1 above is certified for IFR Supplemental Navigation under TSO-C129, a separate DME unit is not required.

B7.7.4 Electronic Flight Bag (EFB) charging capability. (Required for ATT-1 only) Each aircraft must be equipped to electrically charge/operate EFB's by providing power via one of the two types of outlets listed below:

B7.7.4.1 Two 3-pin, household-type electrical receptacles providing 120VAC, 60Hz power with ground, or:

B7.7.4.2 Two standard USB-A receptacles, providing 5 volts DC power.

SECTION B – TECHNICAL SPECIFICATIONS

B7.8 “Optional” Avionics Systems

Although not required for aircraft acceptance under this contract, systems identified as “optional” in the Aircraft Typing Standards chart preceding in Section A are highly desired and may be items that will be considered during ordering by the Government to enhance operations. If offered – at the Contractor’s option – any such systems shall remain requirements throughout the contract period.

B7.8.1 VHF-FM radio programming port (s). A conveniently-located programming port(s), to facilitate VHF-FM radio channel programming via a Government-owned laptop computer. The port(s) must be protected from accidental damage via contact, be hard-wired to the transceiver(s), not require switching of any cables for utilization, and must be conveniently located for ease of use. The Contractor must also furnish appropriate cables of adequate length, and/or any necessary adapters, to interconnect the aircraft programming ports to both serial and/or USB port(s) of the Government laptop computers as required. NOTE: The “DIN” type connector receptacle on the front panel of some TDFM-136-series radios is part of an encryption feature, and cannot function as a programming port connector. This connector can be utilized for channel programming on model TDFM-136A, serial numbers FDA1200 and higher, and TDFM-136B **ONLY**.

B8 Reserved

PERSONNEL REQUIREMENTS

B9 Pilot Requirements

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

B9.2 The pilot must be familiar with the contract and all applicable task orders assigned to this contract.

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

B10 Pilot Qualifications

B10.1 General.

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

B10.2 Minimum Qualifications.

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

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

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

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

B10.2.4 An initial air-tactical-group-supervision, fire-reconnaissance and resource-reconnaissance agency flight evaluation is required to be flown and any flight evaluations thereafter are at the COR’s discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation at no expense to the Government.

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

B10.2.6 The Contractor must complete and submit an Airplane Pilot Qualifications and Approval experience resume form (Government provided before inspection) for each pilot offered for inspection and approval. The resume must include the names and pilot addresses of past employers, substantiation of related type and typical terrain flying, and any and all accidents involving aircraft.

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

SECTION B – TECHNICAL SPECIFICATIONS

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

(a)	1,500 hours...total pilot time.
(b)	1,200 hours...in airplanes.
(c)	200 hours...in class to be flown.
(d)	100 hours...night flying to include the recent flight experience requirements of 14 CFR 61. Multi-Engine and Single-Engine Turbine only.
(e)	75 hours... actual or simulated instrument flight time (including 50 hours in flight).
(f)	500 hours... cross-country.
(g)	200 hours... over typical (hazardous/mountainous) terrain and landing facilities.
(h)	Reserved.
(i)	25 hours...total time in make, model, and series of aircraft to be used.
(j)	100 hours...total time in class, preceding 12 months.

B11 Flight Crewmembers Duty and Flight Limitations

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

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

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

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

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

B11.2 Flight Limitations.

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

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

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

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

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

B12 Personnel Duty Limitations

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

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

B13 Mechanic Requirements

A mechanic must maintain the aircraft in accordance with the Contractor’s FAA-approved maintenance program. The mechanic does not need to remain at the designated base, but 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 COTR. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

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

SECTION B – TECHNICAL SPECIFICATIONS

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

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

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

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

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

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

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

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

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

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

B16 Reserved

B17 Reserved

B18 Reserved

B19 Pilot Authority and Responsibility

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

The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

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

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

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

B19.5 Must perform takeoff performance calculations which include:

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

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

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

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

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

SECTION B – TECHNICAL SPECIFICATIONS

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

B20 Flight Operations

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

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

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

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

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

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

B20.4.1 Night/IFR Operations. Only multiengine and single engine turbine aircraft are approved for transporting passengers at night or in instrument meteorology conditions. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

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

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

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

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

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

B20.9 Crew briefing. Pilot and ATGS must complete the *Aerial Supervision - Aircraft Mission Checklist* for each flight. Each section of the checklist must be completed at or before the implied time indicated on the checklist. A copy of the checklist is required to be in the aircraft on all ATGS missions, preferably a laminated hard copy. See Aircraft Mission Checklist exhibit in Section C.

B21 Security of Aircraft and Equipment

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

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

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

SECTION B – TECHNICAL SPECIFICATIONS

B22 Personal Protective Equipment (PPE) for Flight Operations

B22.1 The Contractor must provide and require personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

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

B23 Reserved

B24 Special Permit Authorization for Transportation of Hazardous Materials

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

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 Requirement

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. For operations in Alaska, Government fuel is provided. However, the Contractor must be capable of providing all fueling requirements operating away from the Government-provided fuel in Alaska. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25 and the aircraft is serviced with the proper type of fuel. The Contractor shall keep all fuel delivery tickets through the contract period.

B25.2 Operations. The Contractor must ensure that:

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

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

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

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

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

B25.3 The PIC must be present during fueling operations or the PIC must verify fuel quantity via a method other than the fuel quantity gages, such as sticking the tanks.

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 Manufacturers Mandatory Service Bulletins (MMSBs)

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

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

SECTION B – TECHNICAL SPECIFICATIONS

B28 Manuals/Records

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

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

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

B29 Maintenance

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

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

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

B30 Maintenance Test Flight

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

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

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

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

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

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

B32 Weight and Balance

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [Tailored SEPT 2005]**(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 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 Contracting

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

- (i) Payment. –
- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 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.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 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. 4712 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is

required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

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

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar

SECTION C – CONTRACT TERMS AND CONDITIONS

legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (NOV 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 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 (JUL 2013) (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 (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (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 (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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 (JUL 2013) (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 (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 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 (JUL 2013). 15 U.S.C 639(m)).

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- (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2013) (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 (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 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 (NOV 2013)(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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).
- (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)
- (46) 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)).
- (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).
- (49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).
- (50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).
- (51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).
- (52)(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).

SECTION C – CONTRACT TERMS AND CONDITIONS

(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) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (JUL 2013)(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) (41 U.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) (41 U.S.C. 351, *et seq.*).

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

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

(xiv) 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.

(xv) 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.

SECTION C – CONTRACT TERMS AND CONDITIONS

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (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 and pilots will be issued an Interagency Aircraft Data Card, and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

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

C3.3.4 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.

C3.3.5 Failure to have an aircraft and pilot approved for the contract that is not a result of Government delays, or failure to have an aircraft available throughout the life of the contract as originally awarded may result in exclusion from order

consideration, removal from the master on call air tactical listing, non-exercise of the option for an additional year, and/or contract termination for cause.

C3.4 Reserved

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.

C3.6 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 will 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.

SECTION C – CONTRACT TERMS AND CONDITIONS

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.

Resource reconnaissance
Fire reconnaissance
Air tactical group supervision

C3.7 Reserved

C3.8 Reserved

C3.9 Additional like make, model and series aircraft and pilots may be added only after the initial inspection and will be subject to the following:

C3.9.1 Prior to requesting an aircraft inspection, the Contractor must have submitted a written request to the CO to add the aircraft (C20 Adding Aircraft After Contract Award) and a modification must have been accomplished.

C3.9.2 The Contractor must submit a written request to the COTR, include a copy of the contract modification, and agree to reinspection costs, as would be applicable, as provided under C3.10. The reinspection schedule will be at the discretion of the COTR's office. The COTR's office will provide an estimated total for reinspection costs upon request.

C3.9.3 The addition of pilots requires only a written request to the COTR and agreement to reinspection costs, as would be applicable.

C3.9.4 Reinspection costs to be charged will be deducted from payments due the Contractor or will be billed to the Contractor.

C3.9.5 In the event the Government requests the addition of aircraft and/or pilots, no reinspection costs will be assessed to the Contractor.

C3.9.6 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.10 Reinspection Expenses

C3.10.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.10.2 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 Taxes (52.212-4(k)), the following is added

C4.1 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.

C4.2 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.

C4.3 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.

C4.4 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.

C4.5 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, IBC, 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.

SECTION C – CONTRACT TERMS AND CONDITIONS

C4.6 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.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs., or more certificated gross takeoff 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.

C4.8 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>

C5 Aircraft Use Report

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

or other form as directed by the Contracting Officer are to be uploaded/attached to the electronic report created in the electronic system.

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

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (September 2011)

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

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

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

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

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) 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.

SECTION C – CONTRACT TERMS AND CONDITIONS

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.B 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.

GENERAL CONTRACT TERMS AND CONDITIONS

C6 Type of Contract (52.216-1 APR 1984). The Government contemplates award of a fixed unit price, indefinite delivery/indefinite quantity type contract.

C6.1 Indefinite Quantity (52.216-22 OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order

to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of 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.

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$1,000,000;
- (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 paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C7 Contractor Personnel Security Requirements

C7.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

SECTION C – CONTRACT TERMS AND CONDITIONS

C7.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C8 Availability of Funds (52.232-18 APR 1984)

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

C9 Reserved

C10 Aircraft Insurance

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

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

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

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

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

Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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

C12 Contractor Claims

C12.1 Contractor claims for damage to their equipment shall be submitted in accordance with 52.212-4(d) Disputes and submitted to the CO. These items may not be claimed by an entry on an invoice document. As a minimum, the following information is required and shall be submitted to the CO for action:

1. Contractor's written claim in a sum certain, documenting and demonstrating that the Government is responsible for the damage that occurred.
2. Paid itemized invoices to support the necessary repair(s) needed.
3. A written statement from the on-site Government user that documents the events and circumstances of the damage and includes applicable billing information OR a full name and telephone number of the on-site Government user in order that the Government individual may be contacted for a statement concerning the damage.

For purposes of this contract, the following clause applies to the Contracting Officer's Technical Representative. The COTR will conduct all requested or required inspections of aircraft and pilots.

C13 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;

5) Obligate in any way, the payment of money by the Government.

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

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

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

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

C13.1 Contracting Officer's Technical Representative. To be appointed at time of award:

West Regional Office
Mr. Gary Kunz
DOI – Office of Aviation Services
West Area Office
300 E. Mallard Drive, Suite 180
Boise, Idaho 83706
Gary_kunz@ios.doi.gov
Phone: 208-334-9310 Fax: 208-334-9303

East Regional Office
Mr. Frank Crump
DOI – Office of Aviation Services
East Area Office
3190 NE Expressway, Suite 110
Atlanta, Georgia 30341-5323
Frank_Crump@ios.doi.gov
Phone: 770-458-7474 Fax: 770-458-6677

C13.2 The OAS Safety Manager, although not appointed in writing, will be responsible for all matters concerning accident and incident with potential investigations.

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C13.3 Air Tactical Group Supervisor (ATGS). For purposes of this contract, an ATGS is the authorized Government representative responsible for the implementation of work to be done under individual orders. The ATGS is assigned the duties identified below, but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

ATGS duties include:

C13.3.1 Direct the specific flight requirements as required to support an incident/project.

C13.3.2 Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the ATGS will contact the appropriate OAS Regional Office and consult with an OAS technical specialist).

C13.3.3 Monitor services provided under the contract for conformance with contract requirements.

C13.3.4 Initiate and sign correspondence and other contract administrative documents over the title of ATGS.

C13.3.5 Ensure aircraft availability, flight time and other payable items are accurately recorded on prescribed forms or input into an electronic payment system.

C13.3.6 Approve breaks during daily operations.

C13.3.7 Suspend operations for safety concerns or non-conformance of the contract.

C13.3.8 Complete an Evaluation Report on Contractor Performance using the CO prescribed form (currently Form AMD-136A) at the end of an order and submit to CO. (see <http://oas.doi.gov/library/forms.htm> for latest version of the form)

C14 AQD Services Greening Clause

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

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer

content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

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

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

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

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

* As stipulated in FAR 52.219-14

ADMINISTRATIVE MATTERS

C16 Personnel Conduct

C16.1 Replacement of Contractor Personnel

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

SECTION C – CONTRACT TERMS AND CONDITIONS

C16.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C16.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation..

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.5 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.

C17 Safety and Accident Prevention

C17.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C17.1.1 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.

C17.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency Investigator In Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit. (See Section C)

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

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibits.

C18 Mishaps

C18.1 Mishap Definitions

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

C18.2 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.

C18.2.1 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

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

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

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

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

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

C18.3 Forms Submission

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C18.3.2 The Contractor must submit a "SafeCom" to the 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".

C18.4 Pilot Suspension

See Suspension of Pilot clause C16.2.

C18.5 Preservation Requirements

C18.5.1 Preservation Requirements. The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the NTSB. Following release by the NTSB, the OAS ASM, CO or other authorized agency representative may retain or release the aircraft. Permitted exceptions to this requirement are when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO when taking such actions.

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

C18.6 Mishap Investigations

C18.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

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C18.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C18.7 Costs Related to Investigation

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

C18.8 Rescue and Salvage Responsibilities

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

C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the fixed hourly flight rate(s) may be adjusted only as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C19.2 The CO will conduct a fuel survey of the fuel source locations identified in Section A approximately May 1st of each year the contract is in effect with any flight rate changes being effective as provided in C19.7.1.

C19.2.1 The Government reserves the right to conduct additional surveys and price adjustments at interim periods in the event of unusual economic fluctuations of fuel prices.

C19.3 Prices for fuel 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 seven days of the adjustment dates identified above. Any price not identified as guaranteed or is not current within seven days will be obtained by direct contact with the fuel source location.

C19.4 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C19.5 **Base Price.** An initial base price for jet fuel and 100 LL aviation gasoline is established at the approximate time of solicitation issuance. The initial base price for jet fuel and 100 LL aviation gasoline is the average commercial price that is computed from pricing obtained from the identified sources in

Section A. The base price for fuel is identified in Section A, Requirements and Prices.

C19.6 **Reference Price.** The reference price(s) will be the average of commercial fuel prices in effect at the time of economic price adjustment. The reference price will be obtained by contacting the same sources used to establish the base price. The reference price will become the base price for subsequent adjustments.

C19.7 **Flight Rate Adjustment.** Provided variation in the average price per gallon for fuel from all fuel sources is 10 percent more or less per gallon from the base price previously established at the time the fuel survey is taken, the CO will make an adjustment to the current contract hourly flight rates. Adjustment to the hourly flight rate(s) is accomplished by taking the difference between the reference price and the base price and multiplying that number by the hourly fuel consumption rate for the aircraft identified on the Fixed Wing Fuel Consumption Chart Exhibit (Section C). The amount is added/subtracted to the flight rates shown to arrive at the new flight rates. For any aircraft make and model offered, but not specifically identified in the Exhibit, the consumption rate will be determined by grouping the aircraft with the most similar aircraft make and model as determined by the COTR's office. This information will be made available to the Contractor when requested.

C19.7.1 The CO will provide notification to all Contractors of hourly flight rates that are adjusted as a result of this clause. The effective date of any price adjustment will be determined by modification.

C20 Adding Aircraft After Contract Award

As awards were accomplished in a competitive environment, this contract does not permit the adding of different aircraft other than those that were originally awarded.

C20.1 After contract award the Contractor may request in writing that the CO add an additional aircraft of the same make and model as originally awarded and identified in the contract. Additional aircraft will be added to the applicable item number and will be paid at the same rates as the originally awarded make and model aircraft. It is at the Government's discretion as to whether additional aircraft will be added. See C3 relative to inspection and cost of inspection for additional aircraft.

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT PERIOD AND RENEWAL

C21 Contract Period

C21.1 The contract period will be from date of award through December 31, 2014 unless otherwise extended as allowed herein.

Option Year One: January 1, 2015 through December 31, 2015

Option Year Two: January 1, 2016 through December 31, 2016

Option Year Three: January 1, 2017 through December 31, 2017

C21.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved under this contract as set forth elsewhere in this contract. No adjustment will be made to the start and/or end dates specified above as a result of the actual inspection and approval.

C21.3 During each use period, aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week until released.

21.4 The Government will not consider any contract aircraft to be under its operational control unless an order for service has been placed by those designated to place orders and the order for service has been accepted by the contractor. Governmental operational control begins upon arrival at the work site for services, continues as long as the aircraft and pilot are available and capable of providing service, and ends upon release from the work site.

C22 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 **54 months**.

C22.A 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 here-under shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

ORDERS FOR SERVICE

C23 Authorized Ordering Activities

C23.1 Fire Services

C23.1.1 At the beginning of each contract year performance period, the contracting officer will issue task orders to be used solely for fire suppression flight services. The issuance of these task orders numbers does not guarantee flight services will be ordered.

C23.1.2 Order request for fire services may only be placed by offices authorized to place orders as defined herein. The Government uses an ordering protocol for fire missions and orders will normally be placed by an ordering official within the Federal Government Dispatch Office. Orders may be received for any of the following, but generally begins first with:

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

C23.1.3 Awardees will be given fair opportunity to be considered for orders placed under this contract using aircraft capability based on individual mission factors, Contractor location and availability, satisfactory past performance, and estimated cost (to include all anticipated cost factors; flight, mobilization and demobilization cost, extended standby, subsistence, etc.) for the Governments projected period of need. The Government's urgency in acquiring services may be the selection factor in emergency situations and override any other criteria identified above.

C23.1.4 An order may be made orally or by email, but each must be followed up in writing via Government task order indicating a funding source and signed by a contracting officer.

C23.1.5 Orders accepted by the Contractor from a source not identified herein could result in a delay of payment or nonpayment of service.

C23.2 Non-Fire Project Missions

SECTION C – CONTRACT TERMS AND CONDITIONS

C23.2.1 Orders for non-fire project missions may only be placed by the Contracting Officer. An order may be made orally or by email, but each must be followed up in writing via Government task order indicating a funding source and signed by a contracting officer.

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

C24 Reserved

C25 Payment Method

This section uses the following definitions:

WILDLAND FIRE MISSION – an unplanned fire related event that requires flight service support (requires an aircraft and pilot to have a fire carding approval, as applicable)

PLANNED FIRE MISSION – prescribed fire that requires flight service support (requires an aircraft and pilot to have a fire carding approval, as applicable)

NON-FIRE MISSION – an activity that requires flight service support that does not require the aircraft and/or pilot to have a fire carding approval

ONE-DAY – project use beginning and ending during any one calendar day

C25.1 An order under this contract may be placed using one of two different payment methods as discussed below. The selected method of calculating payment shall be established at the time the order is placed and annotated on the order record. The payment method may not be changed thereafter unless directed by the Contracting Officer.

C25.1.1 WILDLAND FIRE missions of more than one-day's duration must be hired on a daily availability and fixed flight rate basis. Measurement and payment of availability (C31), flight and other pay items is as set forth under this contract.

C25.1.2 PLANNED FIRE, NON-FIRE, AND ONE-DAY WILDLAND FIRE MISSIONS can be hired on a daily availability and fixed flight rate basis OR a project flight rate basis at the option of the Government. Orders placed and accepted on the basis of payment for daily availability and the fixed flight rate will be subject to C25.1.1 above.

C25.2 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/record documentation.

C26 Government Cancellations

C26.1 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 a copy of the original Resource/Order documentation. 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.

C26.2 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:

C26.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C26.2.2 After Contractor's departure to work location: Outbound and return flight time to the original point of hire. (No availability, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time incurred will be paid.)

C26.2.3 Claims for cancellation charges shall be submitted by the Contractor to the Contracting Officer for written concurrence, along with a copy of the cancellation notice.

C26.3 Contractor costs associated with project cancellations or postponements that are not Government fault or caused (i.e. unusually severe weather or weather ceilings, etc.) shall not be borne by the Government. Although without guarantee, the Government will give maximum ordering consideration to the cancelled Contractor if the mission is rescheduled.

AVAILABILITY REQUIREMENTS

C27 Availability Requirements

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

SECTION C – CONTRACT TERMS AND CONDITIONS

C27.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first **nine** hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C28 Schedule of Operations and Reaction Time

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

C28.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C28.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the Government has approved in advance release of the Contractor's personnel.

C28.3 Relief Crew Availability

C28.3.1 A relief crew is not required.

C28.3.2 If requested by the Government, the Contractor may provide an additional pilot for mandatory days off.

C28.3.3 Daily availability and daily guarantee will not be measured for payment on the pilot's mandatory days off when an additional pilot is not provided. If the Government requests and the Contractor provides an additional pilot, daily availability or daily guarantee will be measured and paid as specified in Section C31.1 or C32 respective to how the order was placed.

C28.3.4 Any additional pilot provided needs to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided under Section B.

C29 Maintenance During Availability Period

C29.1 The ordering units field representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Government may require the Contractor to resume service within 60 minutes or any other agreed upon

time period. Failure to do so would result in unavailability status.

C29.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C30 Unavailability and Damages

C30.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C30.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

MEASUREMENT AND PAYMENT

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

Payment for services provided will be made as specified herein based upon the payment method (See C25) identified by the Government at the time of the order.

C31 Daily Availability Method of Payment

C31.1 The daily availability rate should include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Daily availability is measured in full days (except as provided in C31.1.4 below for half days, for unavailability and C28.3 relief crew availability) for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for daily availability will be made as actual services are provided and documented on Aircraft Use Reports or other form as directed by the CO.

SECTION C – CONTRACT TERMS AND CONDITIONS

C31.1.1 Measurement of daily availability commences and ends when the aircraft departs its location of hire for the assigned work location and arrives at the same location of hire immediately upon release from the project, except as specified below. For purposes of this clause, time is computed based on the time zone at the point of each departure.

C31.1.2. For incidents where the Contractor elects not to immediately return to the original location of hire or departs for a new work site when released from the project, all payable items for the order end at the time of release.

C31.1.3 If the aircraft has been released and the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence and flight time for the return to the hired location the following morning but the daily flight guarantee ends at the time of release the previous day. (i.e. release occurs at 8:00 p.m. but because of insufficient daylight, the aircraft cannot immediately return to its location of hire, but does so the following morning).

(a) Subsistence is not paid on the last day of service when no overnight is incurred or has not been specifically authorized by the Government..

(b) Extended standby is paid on any day in which the additional pilot works in excess of 9 hours as provided in paragraph C.27.

C31.1.4 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day (.5 AV) for purposes of daily availability payments.

C31.1.5 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C32 Project Flight Rate Method of Payment

C32.1 The project flight rate should include all fixed and variable costs (depreciation, overhead, annual inspections, permanent shop facilities, etc.) as well as costs directly attributable to actual flight that will be incurred in providing continuous service subject to the payment as specified herein. Payment of project flight time will be made as actual services are provided and documented on Aircraft Use Reports or other form as directed by the CO.

C32.2 The use period begins and ends when the aircraft departs its location of hire for the assigned work location and arrives at the same location of hire immediately upon release. Except in those incidents where the Contractor elects or is not able to immediately return to the original location of hire, the use period will end at the time of release from the project.

C32.3 Flight time (including mobilization/demobilization ferry/flight) is paid at the offered project flight rate subject to one of the following conditions:

C32.4 A total, actual use period of 4 or fewer clock hours. Payment is made at the project flight rate for actual flight/ferry hours flown and no minimum flight guarantee or daily availability payment applies.

C32.5 A total, actual use period in excess of 4 clock hours. Payment is made at the project flight rate for the greater of 1) actual flight/ferry hours flown OR 2) a guarantee of 3 flight/ferry hours per day.

C32.6 3 If the aircraft has been released and the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence and flight time for the return to the hired location the following morning but the daily flight guarantee ends at the time of release the previous day. (i.e. release occurs at 8:00 p.m. but because of insufficient daylight, the aircraft cannot immediately return to its location of hire, but does so the following morning).

C32.7 Daily flight guarantee will be documented daily with a pay item code of GT and paid at the current project flight rate.

C32.8 Whenever, service is unavailable, the daily minimum flight guarantee will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

C32.9 Subsistence is not paid on the first or last day of service when no overnight is incurred or has not been specifically authorized by the Government representative.

C32.10 Extended standby is paid on any day in which the additional pilot works in excess of 9 hours.

C32.11 Daily flight guarantee may not apply if an additional pilot has not been ordered and provided, but see C27.

C33 Flight Time

C33.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C33.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

SECTION C – CONTRACT TERMS AND CONDITIONS

C33.3 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C33.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C34 Additional Pay Items (from Schedule of Items)

C34.1 Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C34.2 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:

C34.2.1. 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).

C34.2.2 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.

C34.2.3 No lodging receipts are required to support the subsistence claim.

C34.2.4 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.

C34.2.5 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.

C34.2.6 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: \$83.00

Total: \$129.00

HIGH RATE

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

C34.3 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C34.4 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance in the lower-48. For operations in Alaska, Government fuel is provided and a dry flight rate will be applied using the base fuel rate established in Section A and the fuel consumption chart (Exhibit 2).

C34.5 Transportation Costs Associated with Performance Away From the Designated Base. When operating from an alternate base, the Contractor is required to provide for transporting personnel (pilot, mechanic), unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the ATGS of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

An additional – if requested by the Government.

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

C34.5.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

SECTION C – CONTRACT TERMS AND CONDITIONS

C34.5.2 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently .565 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C34.6 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C34.7 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C35 Government Miscellaneous Charges

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

EXHIBITS

C36 The following exhibits are enclosed and made part of this solicitation:

- Aircraft Typing Standards (proposed)
- Airplane Approximate "Recommended Cruise" Fuel Consumption Rates
- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- Alaska Airplane Supplement
- Aircraft Mission Checklist
- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 1
Aircraft Typing Standards (Proposed)

NOTE: This table is a draft and is under consideration by the interagency fire community for future implementation. Contractors will be notified in writing by the Contracting Officer when new Aircraft Typing Standards are implemented.

2014 BLM On-Call ATGS Aircraft Typing Standards					
	Type 1	Type 2	Type 3	Type 4	Type 5
Minimum FM Radios	3	2	2	2	2 Or 1 with aux FM cable
Minimum AM Radios	3	2	2	2	2
Minimum GPS Configuration	1- Panel Mount	1- Panel Mount	1- Panel Mount	1- Panel Mount	1 - Portable
TCAS	Y	Y	Y	Y	N
Minimum Audio Panels	3	3	3	2	2
Weight to Horsepower Ratio	13.5:1	13.5:1	13.5:1	13.5:1	13.5:1
Minimum Engines	2 Piston or 1 Turbine	2 Piston or 1 Turbine	2 Piston or 1 Turbine	1	1
Minimum Cruise Speed	220	220	160	120	120
FAA Approved Known Ice Kit	Y	Y	N	N	N
FAA Approved IFR package	Y	Y	Y	N	N
Minimum Payload	780	780	780	260	260
Minimum Endurance	4.5 Hours	4.5 Hours	4.5 Hours	4.5 Hours	4.5 Hours
Pressurization	Y	Y	N	N	N
Air Conditioning	Y	Y	N	N	N
EFB Charging Capability (2 outlets)	Y	Y	Y	N	N

Notes

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

AM Radios – VHF-AM aeronautical transceiver(s), each operating in the 118.000 MHz to 135.975 MHz band, with a minimum of 720 channels in 25 kHz increments, and a minimum five watts carrier power output. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

TCAS - FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antennas mounted on both the top and bottom of the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

Audio Panels – The third audio panel for Type 1-3 will be mounted in the rear observer's station and utilized for ATGS training.

Weight to Horsepower ratio - Power loading of not more than 13.5 pounds per horsepower.

SECTION C – CONTRACT TERMS AND CONDITIONS

Minimum Cruise Speed – True airspeed at 8,000 feet pressure altitude and ISA temperature

Payload – Calculated with 200-pound pilot, all required equipment including 25-pound survival kit and 4 hours and 30 minutes of fuel.

Endurance – 4 hours and 30 minutes at maximum range power setting, 8,000 feet pressure altitude and ISA Temperature.

Pressurization – Capable if maintaining sea level cabin altitude up to 8,000 feet pressure altitude or better.

EFB charging Capability – Required 110 volts, AC 60 hertz, minimum of two household style outlets with ground prong or two standard type A USB receptacles.

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SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 3
Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**Exhibit 4
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 for flight activities conducted in Canada and Alaska see Exhibit 5

Minimum First Aid Kit Items (includes Alaska)		
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.		
<u>Item</u>	<u>Passenger Seats 0-9</u>	<u>Passenger Seats 10-50</u>
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		
NOTE: Splints are recommended if space permits.		
Minimum Aircraft Survival Kit Items		
Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)		
Magnesium fire starter		
Laser rescue light		
Signal mirror		
Signal flares (6 each) (non-marine signal flares)		
Space blankets (one per occupant)		
Candles		
Whistle		
One knife (includes “multi-tools” with knives)		
Wire saw, axe, hatchet, or machete		
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)		
Collapsible water container (sealing clear plastic bags(s))		
Water purification tablets		
Water (one quart per occupant required except when operating over areas with adequate drinking water)		
Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)		

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 5
Airplane Alaska Supplement

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

B2. Certifications. Contractor’s Operations Specifications must authorize and permit operations in Alaska.

A Contractor from the lower 48 dispatched to Alaska needs to having Operations Specifications that permit Alaska operations.

B6 Aircraft Additional Equipment for Operations in Alaska

Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada when in transit.

Survival kit:

All aircraft operating in Alaska will carry survival equipment. IN ADDITION TO THE SECTION C EXHIBIT FIRST AID AND SURVIVAL KITS, survival kits for Alaska operations will contain at least the additional following items and additional items required by local regulation as is appropriate for local climate and terrain conditions.

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

Item
Ax or hatchet (1) and knife (1)
Candles (5)
Mosquito repellent containing minimum 40% DEET
Mosquito headnet for each occupant (1)
Food - each occupant (sufficient quantity to sustain life for one (1) week)
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

C10. Additional Aircraft Insurance. The Contractor must have aircraft insurance coverage for operating in Alaska.

C1. Contract Terms and Conditions – Commercial Items

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

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

C33 Flight Time

C33.5.1 Flight time in Alaska after arrival at the designated base. Government furnished fuel will generally be provided for operations in Alaska after reporting to the designated Alaskan base. All flight time will be paid at a dry flight rate calculated by reducing the current flight rate (wet) by the base price of fuel multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Airplane Fuel Consumption Chart Exhibit.

C33.5.2 The cost of fuel purchased and provided by the Contractor in lieu of Government-furnished fuel while operating at the Alaskan base will be reimbursed to the Contractor as provided below:

C33.5.2.1 The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be purchased by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be used and shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C33.5.2.2 Government-furnished fuel utilized by the Contractor in support of maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will result in a deduction from the Contractor using the Contractor's offered wet flight rate specified in Section A times the flight time for the Contractor's benefit.

C28.4 Transporting of Relief Crew

It is at the discretion of the Government to order relief crews when operating in Alaska. The Government will provide 72 hour notice to the Contractor of their intent to order relief crew members for the primary crew's mandatory days off. If ordered by the Government, the Contractor shall be reimbursed as provided under the contract. The Contractor will continue to receive payment of availability in the event no relief crew is ordered.

The below contract provisions **are not applicable** when operating in Alaska. The Government will furnish, transport and store all aircraft fuel required at no expense to the Contractor.

C19 Economic Price Adjustment – Fuel

**Exhibit 6
Aircraft Mission Checklist**

Aerial Supervision

Pre-Flight

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

After Takeoff/Enroute

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

Prior to FTA entry

- | | |
|-------------------------|--------|
| • Altimeter | Set |
| • Pulse/ landing lights | On |
| • Transponder | On/ALT |

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 8
Department of Labor Wage Determination Information

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

DOL WAGE DETERMINATION NO. 1995-0222, REV. 34 DATED 6/19/13

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

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 34

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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)

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9
Unavailability Conversion Chart

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 10
Transportation Worksheet

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices.</u> See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information</p>			
DATE		ALTERNATE BASE LOCATION	
Relief Exchange – Involved Crew Member(s)			
<input type="checkbox"/> Pilot Name		<input type="checkbox"/> Fuel Servicing Vehicle Driver Name	<input type="checkbox"/> Mechanic (If required by contract) Name
Scheduled Maintenance			
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name	
Maintenance Accomplished		Reason for providing additional personnel	
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)			
Airline Transportation	Name		\$
Airline Transportation	Name		\$
Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		\$
Rental Car			\$
Rental Car Fuel			\$
POV	Total Mileage	From	To
Other (explain)			\$
			\$
			\$
			\$
			\$
Total ACTUAL Cost			\$
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel			Date
Contractor Representative Signature			