SECTION A - REQUIREMENTS AND PRICES

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# SECTION A - REQUIREMENTS AND PRICES

## CONTRACT ACRONYMS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC</td>
<td>Advisory Circular</td>
</tr>
<tr>
<td>AD</td>
<td>Airworthiness Directive</td>
</tr>
<tr>
<td>AFF</td>
<td>Automated Flight Following</td>
</tr>
<tr>
<td>AMS</td>
<td>Aviation Management System</td>
</tr>
<tr>
<td>A&amp;P</td>
<td>Airframe and Power Plant</td>
</tr>
<tr>
<td>AQD</td>
<td>Acquisition Services Directorate</td>
</tr>
<tr>
<td>ARA</td>
<td>Aircraft Rental Agreement</td>
</tr>
<tr>
<td>ASM</td>
<td>Aviation Safety Manager</td>
</tr>
<tr>
<td>ASO</td>
<td>Aviation Safety Office</td>
</tr>
<tr>
<td>ATC</td>
<td>Air Traffic Control</td>
</tr>
<tr>
<td>AUR</td>
<td>Aircraft Use Report</td>
</tr>
<tr>
<td>BPA</td>
<td>Blanket Purchase Agreement</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>COTR</td>
<td>Contracting Officer’s Technical Representative</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>ICS</td>
<td>intercom system</td>
</tr>
<tr>
<td>IFR</td>
<td>instrument flight rules</td>
</tr>
<tr>
<td>IP</td>
<td>Institute of Petroleum</td>
</tr>
<tr>
<td>IPP</td>
<td>Invoice Processing Platform</td>
</tr>
<tr>
<td>MMSB</td>
<td>Manufacturer’s Mandatory Service Bulletins</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>NWCG</td>
<td>National Wildfire Coordinating Group</td>
</tr>
<tr>
<td>OAS</td>
<td>Office of Aviation Services</td>
</tr>
<tr>
<td>PA</td>
<td>public address system</td>
</tr>
<tr>
<td>PA</td>
<td>pressure altitude</td>
</tr>
<tr>
<td>PFD</td>
<td>personal flotation device</td>
</tr>
<tr>
<td>PIC</td>
<td>pilot-in-command</td>
</tr>
<tr>
<td>PPE</td>
<td>personal protective equipment</td>
</tr>
<tr>
<td>PSD</td>
<td>plastic sphere dispenser</td>
</tr>
<tr>
<td>PSI</td>
<td>pounds per square inch</td>
</tr>
<tr>
<td>PTT</td>
<td>push to talk</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Quote</td>
</tr>
<tr>
<td>RPM</td>
<td>revolutions per minute</td>
</tr>
<tr>
<td>SFI</td>
<td>Safety Foundation Incorporated</td>
</tr>
<tr>
<td>TBO</td>
<td>time between overhaul</td>
</tr>
<tr>
<td>TERO</td>
<td>Tribal Employment Rights Ordinances</td>
</tr>
<tr>
<td>TSO</td>
<td>technical service order</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriter’s Laboratory</td>
</tr>
<tr>
<td>USDA</td>
<td>United States Department of Agriculture</td>
</tr>
<tr>
<td>VFR</td>
<td>visual flight rules</td>
</tr>
<tr>
<td>VNE</td>
<td>velocity never exceed</td>
</tr>
<tr>
<td>VOX</td>
<td>voice activation</td>
</tr>
<tr>
<td>VSWR</td>
<td>voltage standing wave ratio</td>
</tr>
</tbody>
</table>
A1 Solicitation requirements

The purpose of this solicitation is to award multiple Blanket Purchase Agreements (BPA) to be known as an Aircraft Rental Agreement (ARA) to acquire small, fixed wing, aircraft services as outlined in section B1 with a maximum limit, not-to-exceed the simplified acquisition threshold per order.

The services requested under this Blanket Purchase Agreement (BPA) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 13.303, Blanket Purchase Agreements. The Government is obligated only to the extent of authorized purchases actually made under the BPA.

The Government does not guarantee the placement of orders for services under the agreement, 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.

A2 AQD-10 Pricing Form Information

Contractor must complete an AQD-10 Airplane Rental Agreement Price List when submitting a SF 1449 for ARA award. Once prices are approved, they will be locked in for a minimum of one year from date of Contracting Officer signature on the AQD-10. Each agreement will be reviewed annually by the Government to determine if a continuing need exists and to ensure contractor information is current. The AQD-10 Airplane Rental Agreement Price List can be found at Office of Aviation Services Form Library: [https://www.doi.gov/aviation/library/forms](https://www.doi.gov/aviation/library/forms)
### A3 Additional Pay Items

Claims for pay items addressed herein must be documented on the invoice and OAS Aircraft Use Report Form for payment and supported by invoice(s) and/or document(s), as required below.

<table>
<thead>
<tr>
<th>PAY ITEMS</th>
<th>PAY ITEM CODE</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Flight Time with Contractor Pilot-Wet</td>
<td>FT</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>b. Flight Time with Contractor Pilot-Dry</td>
<td>FD</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>c. Flight Time without Pilot- Wet</td>
<td>FN</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>d. Flight Time without Pilot- Dry</td>
<td>FND</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>e. Guarantee Due Wet–Fixed Wing (See C29.4)</td>
<td>GT</td>
<td>HOUR</td>
<td>Same as Flight Rate Ordered</td>
</tr>
<tr>
<td>f. Guarantee Due Dry –Fixed Wing (See C29.4)</td>
<td>GTD</td>
<td>HOUR</td>
<td>Same as Flight Rate Ordered</td>
</tr>
<tr>
<td>g. Guarantee Due Without Pilot (See C29.4)</td>
<td>GTN</td>
<td>HOUR</td>
<td>Same as Flight Rate Ordered</td>
</tr>
<tr>
<td>h. Standby Per Aircraft</td>
<td>SB</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>i. Extended Standby –Pilot</td>
<td>EP</td>
<td>HOUR</td>
<td>$56.00</td>
</tr>
<tr>
<td>j. Co-Pilot (when requested)</td>
<td>CP</td>
<td>HOUR</td>
<td>See rate on AQD-10</td>
</tr>
<tr>
<td>k. Subsistence Allowance</td>
<td>PD</td>
<td>Over-night</td>
<td>Per FTR Schedule</td>
</tr>
<tr>
<td>l. Contractor Miscellaneous Costs</td>
<td>SC</td>
<td>EACH</td>
<td>Actuals Reimbursed</td>
</tr>
</tbody>
</table>

### A4 Supplements (See B25 for full text of Supplements)
SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Agreement

B1.1 The intent of this Aircraft Rental Agreement (ARA) with the U.S. Department of the Interior Office of Aviation Services (DOI OAS) is to obtain fully Contractor operated and maintained flight services (fixed-wing airplane) in support of Government natural resource missions, in the contiguous 48 states. Missions may include law enforcement activities at various risk levels. Normal operations include point-to-point transportation and reconnaissance flights. Reconnaissance flights are normally conducted above 500 feet AGL and do not include any type of precise maneuvering or specialized equipment. Special use or unique operational considerations may be requested. Operations involving aircraft in support of Government programs that require deviation from normal operating procedures, special pilot qualifications or techniques, or special aircraft requirements may necessitate additional approval procedures. Examples are low-level, resource reconnaissance, etc., as identified in the supplements. This agreement must NOT be utilized to obtain direct fire suppression aircraft and tactical fire support aircraft. However, this agreement may be utilized to obtain logistical and reconnaissance aircraft that support fire but do not operate in the fire traffic area. The Government will direct aircraft to support its missions and objectives.

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

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

B1.4 This agreement can be canceled by either party, in writing, at any time for any reason.

B1.5 The Contractor may submit pricing for use of Contractor aircraft with Government pilots when requested by the Government. Specific hull insurance requirements apply.

B2 Certifications

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

B2.1 The Contractor must hold a current Federal Aviation Administration (FAA) Air Carrier and if applicable Operating Certificate. The Contractor’s Operations Specifications must authorize operation of the category and class of aircraft and conditions of flight required to complete missions for the Government.

B2.2 Aircraft used on this agreement must be operated and maintained under provisions of 14 CFR Part 121 or 14 CFR Part 135. Aircraft operated under 14 CFR Part 135 must be carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO). Fractional-ownership aircraft must be operated under 14 CFR Part 135.

B2.3 The aircraft must have a Standard Airworthiness Certificate issued under 14 CFR 21.183 and, if required, a restricted airworthiness certificate issued under 14 CFR 21.25 and 21.185 to include the special purpose of forest and wildlife conservation work. Multiple Airworthiness Certifications may be required under 14 CFR 21.187. The installation of any equipment must be Federal Aviation Administration (FAA) approved.

B3 Order of Precedence (Specifications)

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

B4 Agreements and Orders

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

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

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

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

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

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

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

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

B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant aircraft that is equipped as shown below.

B6.1 Free air temperature gauge.

B6.2 Fire extinguisher(s), as required by 14 CFR Part 135, for the purposes of this agreement, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers or the Contractor’s 135 operations manual.

B6.3 One set of individual lap belts for each installed seat.

B6.4 Shoulder harness and lap belt for front seat occupants. The shoulder strap and lap belt must fasten with a metal-to-metal, quick-release mechanism. Both the lap belt and shoulder strap(s) must release simultaneously with one release mechanism. Single strap shoulder harnesses must cross diagonally from one side of the body to the other. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.5 Tandem seat airplanes must have lap belts and double-strap shoulder harnesses for all occupants.

B7 Avionics Requirements

B7.1 General.

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

B7.2 Avionics installation and maintenance standards.


B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.

B7.2.3 Avionics equipment mounting location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUX-FM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

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

B7.3 Communications systems.

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT/AP or ELT/AF), meeting TSO-C126 specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be currently registered with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered, and include a 121.5 MHz homing beacon. ELT antennas must be
SECTION B – TECHNICAL SPECIFICATIONS

mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer.

B7.3.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power. Although not required by Federal Aviation Regulations, the aircraft’s radio call sign (normally the aircraft registration number) must be displayed on the instrument panel, in view of the flight crew.

B7.3.3 One satellite-based aircraft tracking hardware compatible with the government’s Automated Flight Following (AFF) Program (https://aff.gov). Not all available satellite based tracking systems are compatible with the Government’s AFF Program, nor meets AFF’s requirements. The contractor must ensure that the aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements, contact the AFF Help Desk at https://www.aff.gov/help.aspx or 866-224-7677.

B7.3.3.1 The AFF aircraft hardware must be powered by the aircraft’s electrical system, installed per the manufacturer’s installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government’s AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot.

B7.3.3.2 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.

B7.3.3.3 The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Government through https://www.aff.gov providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor agreement information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the government’s AFF Program making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government of system changes, scheduled maintenance, and planned service outages.

B7.3.3.4 Registration contact information, a web accessible feedback form, and additional information is available at: https://www.aff.gov. The AFF Help Desk can be reached at 866-224-7677 or https://www.aff.gov/help.aspx.

B7.3.3.5 Prior to the aircraft’s annual agreement 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.

B7.3.3.6 If AFF becomes inoperative/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

B7.3.3.7 This clause incorporates Specification Section Supplement available at: https://www.aff.gov/agreementspecs with the same force and affect as if they were presented as full text herein.

B7.3.4 Contractor furnished AFF is not required when the conditions in paragraph B7.3.4.1, B7.3.4.2 or B7.3.4.3 are met. However, if AFF is installed and available it must be turned on and active for all flights conducted under this agreement. Aircraft with AFF installed may be given preferential treatment at the discretion of the Government.

NOTE: AFF is required for ALL special use flights.

B7.3.4.1 Point to point passenger or passenger/cargo flights may be conducted without AFF provided an FAA instrument flight rules (IFR) flight plan has been filed and activated. The IFR flight plan must be activated prior to take off and must not be cancelled until the aircraft lands. Visual flight rules (VFR) departures, VFR climb, VFR on top and visual approaches are acceptable so long as the IFR flight plan remains active.

B7.3.4.2 Point to point cargo only flights may be conducted without AFF provided an FAA flight plan, VFR or IFR, is filed and activated. The flight plan must be activated before takeoff and must not be cancelled until the aircraft lands. For VFR flight plans, VFR flight following with ATC is recommended. When VFR flight following with ATC is not utilized then the pilot must provide position reports to Flight Service at least every 30 minutes. Any deviation to the filed route must be reported to Flight Service as soon as possible.
B7.3.4.3 Aircraft procured under this agreement and flown by an OAS inspector pilot for proficiency training or point to point travel do not require contractor furnished AFF. In this case, OAS will provide a portable AFF as GFE for each flight flown under this provision.

B7.4 Other avionics.

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

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

B7.4.1.2 Earphone/microphone jacks: JJ-033 and JJ-034 jacks must be furnished at each required station.

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

B7.4.3 Other avionics may be required for special use missions. See the applicable supplement.

PERSONNEL REQUIREMENTS

B8 Pilot Requirements

B8.1 The Contractor must furnish a pilot for each day the aircraft is required to be available, except when an aircraft is offered without a pilot.

B8.2 The pilot must be familiar with this agreement and all applicable orders issued under this agreement.

B8.3 The pilot must be able to provide agreement and/or order information to the COTR, OAS inspector, COR, project inspector (PI), or Government manager as requested.

B9 Pilot Qualifications

B9.1 General

B9.1.1 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR’s discretion.

B9.1.2 The Contractor must submit an experience resume for each pilot offered for approval. The resume must include pilot names, addresses of past employers and substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on OAS-64A, Airplane Pilot Qualifications and Approval (with supplements if requested). This form can be found on the OAS website at https://www.doi.gov/aviation/library/forms

B9.1.3 For a pilot who 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 COTR will provide the Contractor a form to document this verification. The completion of this form will be required prior to pilot inspection.

B9.1.4 This agreement may require that pilots meet specific special use eligibility and requirements. Pilots who have not been previously carded for specific special use missions must receive a flight evaluation in accordance with Section C of this agreement. The flight evaluation will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this agreement.

B9.1.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM radios, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized.

B9.2 Minimum qualifications, see the supplements in B25 for additional requirements.

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

B9.2.1 An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate with airplane category with appropriate class and type rating if required.

B9.2.2 Instrument rating or ATP certificate.

B9.2.3 A minimum of a current second-class medical certificate issued under provisions of 14 CFR Part 67.
SECTION B – TECHNICAL SPECIFICATIONS

B9.2.4 Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. All pilots must meet the currency requirements of 14 CFR 61.57.

B9.3 The PIC must meet flight time requirements of 14 CFR 135 and the following:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B9.3.1</td>
<td>1,500</td>
<td>Total pilot time</td>
</tr>
<tr>
<td>B9.3.2</td>
<td>1,200</td>
<td>PIC airplanes</td>
</tr>
<tr>
<td>B9.3.3</td>
<td>200</td>
<td>PIC multiengine, when applicable</td>
</tr>
<tr>
<td>B9.3.4</td>
<td>25</td>
<td>PIC seaplanes, when applicable</td>
</tr>
<tr>
<td>B9.3.5</td>
<td>250</td>
<td>PIC large airplane when applicable. (12,500 pounds certificated gross takeoff weight or more.)</td>
</tr>
<tr>
<td>B9.3.5.1</td>
<td>50</td>
<td>PIC in make and model of large aircraft to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)</td>
</tr>
<tr>
<td>B9.3.6</td>
<td>100</td>
<td>PIC turbo prop airplane, when applicable</td>
</tr>
<tr>
<td>B9.3.6.1</td>
<td>50</td>
<td>PIC in make and model of turbo prop airplane to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)</td>
</tr>
<tr>
<td>B9.3.7</td>
<td>100</td>
<td>PIC jet airplane, when applicable</td>
</tr>
<tr>
<td>B9.3.7.1</td>
<td>50</td>
<td>PIC in make and model of jet airplane to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)</td>
</tr>
<tr>
<td>B9.3.8</td>
<td>100</td>
<td>PIC in category, preceding 12 months</td>
</tr>
</tbody>
</table>

B9.3.9 A formal training course is a pilot course designed to increase the pilot’s proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and OAS accepted. OAS will evaluate each course on a case-by-case basis.

B10 Flight Crewmembers Duty and Flight Limitations

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

B10.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B10.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B10.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B10.1.3 Regardless of the above limits, pilots are expected to notify the government if they become fatigued prior to reaching the duty day limit.

B10.2 Flight Limitations.

B10.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B10.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR, Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B10.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B10.2.3.1</td>
<td>8</td>
<td>A maximum of 8 hours flight time during any assigned duty period.</td>
</tr>
<tr>
<td>B10.2.3.2</td>
<td>42</td>
<td>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.</td>
</tr>
</tbody>
</table>

B11 Personnel Duty Limitations

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

B11.2 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.
OPERATIONS

B12 Contractor's Reporting and Release Base

B12.1 The Contractor’s base of operations must be as stipulated on the AQD-10. The Government and the Contractor may agree to a different report/release base(s) at the time an order is placed.

B12.2 If operating away from the Contractor's base of operations, additional allowances specified in Section C may apply.

B13 Pilot Authority and Responsibilities

The Contractor must ensure that the 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 agreement pilot:

B13.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or agreement terms and conditions. The pilot has the final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Government.

B13.3 Must be responsible for computing the aircraft’s weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B13.3.1 Must perform takeoff performance calculations which include:
- Take off distance required vs. runway available.
- Climb performance to include single engine if operating a multi-engine aircraft.

Under no circumstances will a takeoff or landing be attempted if existing environmental conditions at takeoff or landing cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilot’s Operating Handbook (POH).

B13.4 May not perform preventative maintenance in accordance with 14 CFR 43.3(h) unless authorized by the Contractor’s FAA-issued operations specifications.

B13.5 May function as a mechanic when the aircraft is not available due to unscheduled maintenance provided the pilot holds an A&P certificate and meets all of the mechanic qualifications required by the contractor’s operations specifications.

B13.6 Must not perform scheduled maintenance and inspections when on duty as the primary or relief pilot.

B13.7 Any time when the pilot is engaged in mechanic duties performing unscheduled maintenance, or as an authorized pilot performing preventative maintenance will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) will be applied against the pilot's flight hour limitations. After 2 hours, every hour spent as a mechanic, or as an authorized pilot performing preventative maintenance, will be applied against pilot flight time limitation on a one to one basis.

B14 Flight Operations

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

B14.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B14.2 Passenger briefings. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT)
- c. First aid kit
- d. Personal protective equipment
- e. Gear and cargo security
- f. Water ditching procedures when applicable

B14.3 Day/night use. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset.

B14.3.1 Day/night and IFR aircraft use. Single-engine airplanes with reciprocating engines must not be operated into known instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board.
B14.4 Flight plans. Pilots must file and operate on an FAA, ICAO, or a DOI bureau-approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B14.5 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in must not exceed 30 minute intervals under normal circumstances.

B14.6 Smoking will not be allowed in the aircraft.

B14.7 Pilot must remain at the flight controls while an aircraft engine is operating.

B15 Security of Aircraft and Equipment

B15.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B15.2 Physical aircraft security. Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

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

- Locking aircraft doors
- Fenced or gated parking area

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

B16 Personal Protective Equipment (PPE) for Flight Operations

B16.1 Personal protective equipment may be required for special use activities. See the supplements (B25).

B16.2 Overwater operations.

B16.2.1 Life preservers (Personal Floatation Devices). A life preserver shall be provided for each occupant on board the aircraft when operated over water and beyond power-off gliding distance to shore. The life preserver shall have dual inflation bladders (TSO-C13f or equal). Each life preserver must have a water-activated light attached to the vest (TSO-C85). The location of life preservers must be conspicuously marked and easily accessible to the occupants.

B16.2.2 All occupants of single engine aircraft operated over water and beyond power-off gliding distance to shore must wear a life preserver.

B16.2.3 All aircraft occupants must wear a life preserver when performing water takeoffs and landings.

B16.3 Anti-exposure suits must be worn in all single-engine aircraft and readily available to occupants of multi-engine aircraft when conducting extended over water flight (as defined in 14 CFR 1.1) and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

B17 Transportation of Hazardous Materials

B17.1 Regardless of any FAA Air Carrier Operations Manual declaration of Will or Will Not Carry, the Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP-9198, and the NWCG Standards for Aviation Transport of Hazardous Materials.

B17.2 A copy of the current DOT Special Permit, NWCG Standards, and DOT Emergency Response Guidebook (ERG) must be carried aboard each aircraft transporting hazardous materials.

B17.3 The Contractor must ensure that each employee who may perform a function subject to this DOT Special Permit has completed the Interagency Aviation Training module A-110, Aviation Transportation of Hazardous Materials, within the previous 3 years. The training can be completed online at http://www.iat.gov. The Contractor must document this training in the employee’s records and make it available to the Government when requested.

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

B18 Fuel and Servicing Requirements
SECTION B – TECHNICAL SPECIFICATIONS

B18.1 General.

B18.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the agreement period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B18.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B18.1.1 and is the proper type, grade, and quantity. The Contractor must keep the fuel delivery ticket through the period.

B18.2 Operations. The Contractor must ensure that:

B18.2.1 Government personnel are not on board the aircraft during refueling operations.

B18.2.2 Government personnel are not involved with refueling of agreement aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B18.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B18.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

B18.2.5 Aircraft must not be refueled while engine(s) are running and propeller(s) are turning.

B18.2.6 A contract pilot must be present during all fueling operations.

B18.2.7 The Contractor must comply with 40 CFR Part 111: Oil Pollution Prevention, Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC) if applicable.

AIRCRAFT MAINTENANCE REQUIREMENTS

B19 General – Maintenance

B19.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder’s current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA’s). All maintenance preformed on agreement aircraft must be recorded in the aircraft’s maintenance record in accordance with 14 CFR, Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B19.1.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B19.1.3 Mechanics engaged by the contractor to perform work on agreement aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B19.1.4 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13

B19.1.5 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft, documenting the scale readings on the weight and balance forms they provide. This actual weighing shall be completed preceding the starting date of the agreement per the following schedule:

<table>
<thead>
<tr>
<th>Weighing Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft</td>
</tr>
<tr>
<td>Single engine airplanes</td>
</tr>
<tr>
<td>Multiengine airplanes</td>
</tr>
</tbody>
</table>

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

B19.1.6 Additional actual weighing shall be accomplished following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If documents provided are in question, the Government may require an addition weighing of the aircraft at the Contractor’s expense.

B19.1.7 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.
B19.1.8 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and Balance Handbook (FAA-H-8083-1B) should be used as a guide.

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

B20.1 The Contractor must comply with MMSBs and FAA ADs before and during agreement performance.

B20.2 The Contractor must provide and make available (if requested) a list of “issued” MMSBs and FAA ADs identifying all those that are applicable and non-applicable to the agreement aircraft. The list must be in a format similar to the one shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required.

B21 Maintenance Operational Check/Flight

B21.1 The Contractor must, at their own expense, perform an operational maintenance check/flight following installation, overhaul, major repair, or replacement of any engine, flight control system, or when requested by the CO or the COTR. This must be accomplished before the aircraft resumes service under the agreement. The pilot must enter the result of this test flight in the aircraft records, as outlined in 14 CFR 91.407.

B21.1.1 The Contractor must immediately notify the COTR of any change to any engine, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B22 Manuals/Records

B22.1 The Contractor must ensure that all agreement aircraft maintenance is recorded in accordance with 14 CFR, Parts 43, 91, and 135 (reference 14 CFR, Parts 43.9, 43.11, 91.417, and 135.439). Aircraft time-in-service must be recorded. A copy of the current maintenance record must be kept with the aircraft. Electronic copies of manuals and records are acceptable.

B22.2 If requested by the Government, the Contractor must furnish to the COTR, a copy of the Contractor's procedures manuals as outlined in 14 CFR, Part 135.21 along with any revisions made during the agreement period.

B22.3 Before the start date of the agreement, 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 agreement use on a case-by-case basis. The Contractor must correct deficiencies that occur during agreement performance in accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program.

B23 Maintenance

B23.1 All maintenance including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR, Part 43.

B23.2 The Contractor must ensure that a mechanic who meets the agreement qualification requirements inspects the agreement aircraft in accordance with the procedures outlined in the operator’s FAA-approved maintenance program. Aircraft time-in-service must be recorded.

B23.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

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

B24.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B24.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B24.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component’s name, part number, serial number, total time, service life (or inspection/overhaul time interval), time remaining, and time and date when component was overhauled, replaced, or inspected.

B25 Supplements

The supplements listed below and followed up in full text will be included as applicable into each Contractor agreement. The supplements impose special operational equipment and personnel requirements that are in addition to the basic ARA.
Contractors should check the appropriate supplement box in Section A for those supplements you want to be considered for under this ARA (not required for point-to-point flights). The Contractor’s aircraft and pilot(s) must be inspected and approved before conducting any flights under these special use activities. When ordered for service under any of the following supplements, all requirements must be adhered to in their entirety.

**Supplements by Number and Title:**

**B25.1 Fire and Resource Reconnaissance**

**B25.2 Low Level Activities**

**B25.3 Airplane Wheel Operations on Unprepared Landing Areas**

**B25.4 Rental of Tandem Seat Airplanes**

**B25.5 Airplane Oceanic Survey**

**B25.6 Mountainous Terrain**

**Supplement B25.1 – Fire and Resource Reconnaissance**

**Definitions**

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

**B25.1.1 Flight Operations**

**B25.1.1.1 Mission accomplishment may require unique aircraft operating techniques that may require additional approval.**

**B25.1.2 Personnel Requirements**

**B25.1.2.1 Pilots must be knowledgeable of all specialized mission requirements. This may include special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission.**

**B25.1.2.2 Pilots may be requested to demonstrate proficiency during an agency evaluation flight. The proficiency check may not be required if the pilot has been previously carded for low level or fire reconnaissance.**

**B25.1.2.3 Personal protective equipment.**

**B25.1.2.3.1 PPE is not required for fire or resource reconnaissance flights conducted in fixed-wing aircraft.**

**B25.1.3 Equipment Requirements**

**B25.1.3.1 Aircraft must meet the basic requirements for airworthiness and conditions as listed in Aircraft Rental Agreement (B6).**

**B25.1.3.2 Installation or utilization of specialized equipment may require additional approval.**

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

**B25.1.4 Avionics Requirements – Resource Reconnaissance II**

**B25.1.4.1 Avionics equipment for this approval level is dependent upon the type of mission being flown and must be determined by the using bureau entity as required.**

**B25.1.5 Avionics Requirements – Resource Reconnaissance I**

**B25.1.5.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.**

**B25.1.5.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band (Comant model CI-177 or equal), with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).**

**B25.1.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.**

**B25.1.6 Avionics Requirements – Fire Reconnaissance**

**B25.1.6.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.**

**B25.1.6.2 Two weatherproof, external, broadband antennas covering the 150-174 MHz band (Comant model CI-177 or equal), with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).**
equal), each with associated RG-58A/U (or equivalent) coaxial
cable terminated in a male BNC connector within the aircraft
cabin in a location convenient to the copilot/observer and of
adequate length to facilitate connection to a portable radio.

B25.1.6.3 In lieu of B25.1.6.2 above, the following may be
substituted:

B25.1.6.3.1 One P25-compliant VHF-FM transceiver. The
transceiver (FM-1), must provide selection of narrowband
analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband
digital (12.5kHz) operation on each of a minimum of 100
channels. The transceiver’s operational controls must be
located and arranged so that the pilot and observer/copilot when
seated, have full and unrestricted movement of each control
without interference from clothing, the cockpit structure, or the
flight controls.

B25.1.6.3.2 The transceiver’s operational frequency range
must include the band of 136.0000 MHz to 173.9975 MHz. The
operator(s) must be able to program any usable channels within
that band, along with any required CTCSS tones, National
Access Codes (NAC’s), or Talk Group ID’s (TGID’s), while in
flight. The transceiver must also incorporate a separate,
programmable GUARD receiver, with accompanying GUARD
transmit capability. Unless instructed by the Government for use
on a specific project, all frequencies programmed for use under
this Agreement must be in the narrowband analog mode.

B25.1.6.3.3 Carrier output power for the transceiver must be
10 watts nominal value (original design specification). The
transceiver must be capable of displaying receiver and
transmitter operating frequency, alpha-numeric channel labels,
and must provide both receiver and transmitter activation
indicators for MAIN and GUARD. Simultaneous monitoring
of both MAIN and GUARD receivers is required. Scanning of
the GUARD frequency is not acceptable.

B25.1.6.3.4 Prior to acceptance under this agreement, the
transceiver must be programmed with the narrowband analog
GUARD receive and transmit frequencies of 168.625 MHz,
with a 110.9 Hz CTCSS tone on transmit only.

B25.1.6.3.5 The following VHF-FM aeronautical
transceivers are known to meet the above requirements:

Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV,
Cobham: (formerly NAT) NPX-136D-070.
Supplement B25.2 – Low Level Activities

**B25.2 Special Use, Low Level Activity.** Any planned flight at less than 500 feet from the surface (not including takeoff or landing or enroute weather considerations).

**B25.2.1 Flight Operations**

B25.2.1.1 Low level flight (below 500 feet AGL) may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times.

B25.2.1.2 Only personnel necessary to the mission must be on board the aircraft.

B25.2.1.3 Planning. The pilot must attend a mission briefing which should include flight routes/areas and altitudes, hazard identification, and risk assessment.

**B25.2.2 Personnel Requirements**

B25.2.2.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue and low-level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B25.2.2.2 For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. The pilot must have 200 hours of low level flight time in areas designated as mountainous in 14 CFR 95.

B25.2.2.3 Pilots must show evidence of experience in low-level operations and be knowledgeable of all specialized mission requirements. This may include low-level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B25.2.2.5 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B25.2.2.5.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened. Aviator protective helmets are not required in multiengine fixed wing airplanes.

B25.2.2.5.3 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference U.S. Department of the Interior Aviation Life Support Handbook for additional information located at http://oas.doi.gov.

**B25.2.3 Equipment Requirements**

B25.2.3.1 A strobe light or flashing LED, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B25.2.3.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.2.3.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.
B25.3.1 Definitions

B25.3.1.1 Unprepared Landing Area: Any area used for takeoff and landing that meets one or more of the following criteria:

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

Note: Prior landing in the area by any pilot does not make an unprepared landing area into an airport or established airstrip.

B25.3.2 Pilot Requirements

B25.3.2.1 Airplane wheel operations on unprepared landing areas is “special use” and pilots must be carded for Wheel Operations on Unprepared Landing Areas and Low Level (flight below 500 feet above ground level) in the make and model of airplane and in the wheel configuration utilized. Pilots will be required to demonstrate proficiency in initial and recurrent agency evaluation flights. The aircraft must be approved prior to the pilot evaluation.

B25.3.2.2 Pilots must be knowledgeable of the unprepared landing area type, i.e., beach/gravel bars, ridge tops, tundra, tidal areas, etc. This will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, etc.

B25.3.2.3 Current conditions must be ascertained prior to landing. 14 CFR 91.103 must be complied with at all times.

B25.3.3 Personal protective equipment (PPE). The following items must be worn by the pilot and any passengers and must be operable, properly fitting, and maintained in good repair:

B25.3.3.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B25.3.3.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference U.S. Department of the Interior Aviation Life Support Handbook for additional information located at http://oas.doi.gov.

B25.3.4 Equipment Requirements

B25.3.4.1 A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B25.3.4.2 A first aid kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.3.4.3 A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.3.4.4 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for front seat occupants. Aft compartment shall have single-strap or double-strap shoulder harnesses and lap belts if manufactured for make and model offered. Shoulder straps and lap belts shall fasten with a metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps shall disengage from the seatbelt when the seatbelt is released.

B25.3.4.5 The airplane must be inspected and carded for Wheel Operations on Unprepared Landing Areas and Low Level.
Supplement B25.4 - Rental of Tandem Seat Airplanes

BB25.4.1 Definitions

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

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

B25.4.2 Flight Operations

B25.4.2.1 Low level flight may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

B25.4.2.2 A Project Weight and Balance Calculation worksheet shall be prepared prior to flight. This form shall be updated whenever mission requirements change the previous calculation.

B25.4.3 Pilot Requirements

B25.4.3.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue, and low level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B25.4.3.2 Pilots must show evidence of experience in low level operations and be knowledgeable of all specialized mission requirements. This may include low level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B25.4.3.3 Personal protective equipment (PPE) shall be worn by the pilot during all flights. See Supplement B25.2, Low Level Activities, for requirements.

B25.4.4 Aircraft Requirements

B25.4.4.1 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for both occupants. Shoulder straps and lap belts shall fasten with metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps shall disengage from the seatbelt when the seatbelt is released.

B25.4.4.2 PA-18 aircraft must have minimum certificated gross weight of 2,000 pounds.
SECTION B – TECHNICAL SPECIFICATIONS

Supplement B25.5 – Airplane Oceanic

B25.5.1 Definitions

B25.5.1.1 Oceanic Survey: Survey conducted in areas where the aircraft is in excess of 50 nautical miles from any shoreline.

B25.5.2 Certifications

B25.5.2.1 The Contractor must provide evidence of FAA authorization for Class II navigation and authorization for operation in the proposed survey area.

B25.5.2.2 International Civil Aviation Organization (ICAO) procedures must be complied with, when applicable.

B25.5.3 Aircraft Requirements

B25.5.3.1 Aircraft must be multiengine.

B25.5.3.2 Aircraft must be certified for IFR.

B25.5.3.3 Aircraft shall be capable of a survey speed of 100 knots. The survey speed shall not be greater than power-off stall speed +30% (clean configuration/no gear/flaps) at MGTW. VMC shall be at least 10 knots below the survey speed in this configuration.

B25.5.3.4 Aircraft endurance shall be 4 hours with an additional 45 minute reserve at 120 knots at sea level.

B25.5.3.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 feet operational altitude). This is minimum TAS.

B25.5.4 Equipment Requirements

B25.5.4.1 (For low level operations). A strobe light or flashing light emitting diode (LED) is required, with either a white or half-white and half-red lens mounted on top of the aircraft or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light.

B25.5.4.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.5.4.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B25.5.4.4 If additional fuel is required to meet the endurance requirements of the order, the Contractor shall furnish an FAA-approved auxiliary fuel tank system.

B25.5.4.5 Life raft. The life raft(s) specified by 14 CFR Part 135.167 or Part 121.339 shall be approved under TSO-C70a Type I and shall be a multiple-tube design that provides full floor support in case one of the tubes fails. The rated capacity shall be equal to or greater than the total occupants of the aircraft. The raft(s) shall be carried in the main passenger cabin, readily accessible to the passengers and readily accessible for deployment from the main cabin door. The life raft shall contain a 406 MHz ELT. All additional equipment requirements of 14 CFR 135.167 shall be included.

B25.5.5 Avionics Requirements

B25.5.5.1 One communication system compatible with bureau flight following requirements; i.e., satellite phone, VHF/FM radio, or similar system.

B25.5.5.2 Two panel-mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver systems with a minimum of 720 receive channels 118.000 to 135.975 MHz in 25 KHz increments and a minimum of 5 watts transmit carrier power.

B25.5.5.3 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.

B25.5.5.4 One glideslope system with 20 receiver channels.

B25.5.5.5 One marker beacon receiver system with a three-light indicator.

B25.5.5.6 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215(a) and tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one year period preceding the start or renewal date of the agreement.

B25.5.5.7 (For low level operations). One radar altimeter that includes a decision height warning system including both visual (light) and audible warning indications. The warning system must provide aural warning to the pilot through headphones.

B25.5.5.8 At least one IFR Global Positioning Systems (GPS) meeting the following requirements:

B25.5.5.8.1 The GPS’s shall be capable of coupling to the aircraft autopilot system.

B25.5.5.8.2 One panel-mounted GPS’s shall be permanently installed in the aircraft in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS’s shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS’s must be approved for IFR and have the current aviation data base installed.
B25.5.5.8.3 The GPS shall have LED or other units with high contrast displays that are backlit.

**B25.5.6 Pilot Requirements**

B25.5.6.1 Pilots shall display evidence of experience in using all equipment specified. (GPS, satellite phone, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

B25.5.6.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS:

B25.5.6.2.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart or oceanic chart.

B25.5.6.2.2 Install waypoint coordinates.

B25.5.6.2.3 Acquire distance/bearing information to a destination or waypoint.

B25.5.6.2.4 Record as a waypoint coordinates of various locations while enroute to a primary destination.

B25.5.6.2.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B25.5.6.3 Pilots shall have logged minimum flight time as follows:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Night flying</td>
<td>100</td>
</tr>
<tr>
<td>b) Instrument</td>
<td>75+50</td>
</tr>
<tr>
<td>c) Cross-country</td>
<td>500</td>
</tr>
<tr>
<td>d) Low level</td>
<td>200</td>
</tr>
<tr>
<td>e) PIC in class</td>
<td>10</td>
</tr>
<tr>
<td>f) Total time</td>
<td>5</td>
</tr>
</tbody>
</table>

B25.5.6.4 Pilots shall be knowledgeable of IFR, VFR, low level, and slow flight procedures. This includes techniques for low level in slow flight configuration.

**B25.5.7 Personal Protective Equipment (PPE)**

B25.5.7.1 Anti-exposure suits shall be readily available to each occupant of the aircraft when conducting extended overwater flight and when the water temperature is estimated to be 50 degrees Fahrenheit or less. When conducting low level surveys, the suits must be donned at least to the waist. This is required for everyone on board including the pilots.

B25.5.7.2 Fire resistant clothing, gloves and boots required for low level (see B25.2) is not required for low level (less than 500 feet above the surface) oceanic survey.
Supplement B25.6 – Mountainous Terrain.

B25.6.1 Definition - A VFR aircraft operation, other than takeoff or landing, at less than 2000 feet above the highest terrain within four nautical miles in areas designated as mountainous in 14 CFR 95.

B25.6.2 Pilot Requirements

B25.6.2.1 Pilots applying for an initial pilot qualifications card with a requirement to operate in mountainous terrain must pass a Mountainous Terrain flight evaluation conducted in-accordance-with the Interagency Airplane Pilot Practical Test Standards prior to operating in mountainous terrain.

B25.6.2.2 Previously carded pilots operating in mountainous terrain point-to-point or above 2000 AGL will be allowed to continue operating in mountainous terrain without a mountainous terrain endorsement until their next required flight evaluation, at which time they must demonstrate their ability to operate in mountainous terrain in-accordance-with the Interagency Airplane Pilot Practical Test Standards.

B25.6.2.3 Current airplane pilots who have demonstrated through other related flight evaluations (i.e. a Low Level Flight evaluation in the mountains) that they meet the standards found in the Interagency Airplane Pilot Practical Test Standards for Mountainous Terrain will be grandfathered in without the requirement for a Mountainous Terrain flight evaluation.

B25.6.3 The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.
SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 52.252-1 Contract Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov.

C2 52.252-2 Contract Clauses Incorporated by Reference (FEB 1998)

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

<table>
<thead>
<tr>
<th>Clauses and Provisions Incorporated By Reference</th>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>System for Award Management</td>
<td>Oct 2018</td>
<td></td>
</tr>
<tr>
<td>52.204-13</td>
<td>System for Award Management Maintenance</td>
<td>Oct 2018</td>
<td></td>
</tr>
<tr>
<td>52.204-16</td>
<td>Commercial and Government Entity Code Reporting</td>
<td>Jul 2016</td>
<td></td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions—Commercial Items.</td>
<td>Oct 2018</td>
<td></td>
</tr>
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<td>52.212-4</td>
<td>Alternative 1; Contract Terms and Conditions—Commercial Items</td>
<td>Jan 2017</td>
<td></td>
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<tr>
<td>52.225-25</td>
<td>Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications</td>
<td>Aug 2018</td>
<td></td>
</tr>
<tr>
<td>52.232-40</td>
<td>Providing Accelerated Payments to Small Business Subcontractors</td>
<td>Dec 2013</td>
<td></td>
</tr>
<tr>
<td>52.245-1</td>
<td>Government Property</td>
<td>Jan 2017</td>
<td></td>
</tr>
</tbody>
</table>

C3 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2019)

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

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

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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:

[Contracting Officer check as appropriate.]


(5) [Reserved].


(10) [Reserved].
SECTION C – CONTRACT TERMS AND CONDITIONS

☐ (ii) Alternate I (Nov 2011) of 52.219-3.
☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
☐ (ii) Alternate I (Jan 2011) of 52.219-4.
☐ (13) [Reserved]
☐ (ii) Alternate I (Nov 2011).
☐ (iii) Alternate II (Nov 2011).
☐ (iii) Alternate II (Mar 2004) of 52.219-7.
☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
☐ (ii) Alternate I (Jan 2017) of 52.219-9.
☐ (iii) Alternate II (Nov 2016) of 52.219-9.
☐ (iv) Alternate III (Nov 2016) of 52.219-9.
☐ (v) Alternate IV (Aug 2018) of 52.219-9
☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
☐ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).
☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
☐ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
☐ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
☐ (ii) Alternate I (Feb 1999) of 52.222-26.
☐ (ii) Alternate I (July 2014) of 52.222-35.
☐ (ii) Alternate I (July 2014) of 52.222-36.
☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
☐ (ii) Alternate I (May 2008) of 52.223-9
☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
☐ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
☐ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-14.
☐ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-16.
☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
☐ (ii) Alternate I (Jan 2017) of 52.224-3.
☐ (ii) Alternate I (May 2014) of 52.225-3.
☐ (iii) Alternate II (May 2014) of 52.225-3.
☐ (iv) Alternate III (May 2014) of 52.225-3.
SECTION C – CONTRACT TERMS AND CONDITIONS

☐ (49) 52.225-13, Restrictions 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).
☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
☐ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
☐ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
☐ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
☐ (ii) Alternate I (Apr 2003) of 52.247-64.
☐ (iii) Alternate II (Feb 2006) of 52.247-64.
☐ (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]
☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
☐ (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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-


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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212).

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


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


(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(B) Alternate I (Jan 2017) of 52.224-3.


(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C4. Inspection/Acceptance (52.212-4(a)), the following is added

C4.1 Inspection Scheduling and Process.

C4.1.1 After either ARA award or renewal, the COTR will attempt to schedule an initial inspection of all of the Contractor's proposed special use aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR’s inspectors’ normal schedule brings them to the Contractor’s vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C4.1.2 The Government’s listing of available aviation resources will only include aircraft that have been inspected and approved.

C4.1.3 The Government will conduct an annual review of ARA aircraft inspection results. Special use aircraft that were not made available for inspection, or have failed inspections and no action has been taken to correct discrepancies listed on the OAS-68 over the preceding year, may be canceled at the Government’s option.

C4.2 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.

C4.2.1 The Contractor must notify the CO and the COTR when an action has been imposed by the FAA on the operator’s certificate or on any pilot or aircraft carded under this agreement. The Contractor must also notify the COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).
C4.3 Approved aircraft, and pilots will be issued an Interagency Aircraft Data Card as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

C4.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C4.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C4.3.3 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 re-inspection for another time/date/site. The Contractor may be charged for the cost of re-inspection, in accordance with Section C4.9.

C4.5 Equipment

C4.5.1 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.

C4.5.2 (As applicable) Fuel dispensing facilities, fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C4.5.3 Adding or Deleting Aircraft: After ARA 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 ARA at the same price. The Contractor shall make the request in writing to the CO documenting aircraft type, model number, tail number and provide an AQD-10 price form and a copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1). The CO will make a determination if there is a Government need for the additional aircraft.

C4.5.3.1 A request to add a different aircraft type which was not originally awarded on the ARA must come from a government bureau. The request must be submitted on an AQD Form 20 to the CO. If approved, the CO will then ask the Contractor to provide an AQD-10 price form and a copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1).

C4.5.3.2 It is at the Government’s discretion as to whether additional aircraft will be allowed to be added to an current ARA. Additional aircraft shall not be added solely for the convenience of the Contractor.

C4.5.3.3 The Government may charge the Contractor for the cost of any extra inspections required to add an aircraft to the ARA in accordance with Section C4.9.

C4.5.3.4 The Contractor shall notify the CO immediately when an aircraft is no longer available (such as sale of aircraft, loss of certification, etc.) to ensure the ARA source list is accurate and current.

C4.6 Onboarding Procedures

C4.6.1 Consistent with FAR 13.303-6(b), the Contracting Officer has determined it is in the Government’s best interest that at all times during the term of the BPA, there remain an adequate number of vendors eligible to compete for Orders. Over time, the total number of vendors may fluctuate due to various reasons including industry consolidation, changes in the marketplace, general economic conditions, cancellation of ARAs, or other reasons. Recognizing this, DOI intends to periodically review the total number of vendors participating in the Aircraft Rental Agreement and determine whether it would be in the Government’s best interest to add new vendors.

C4.6.2 The Government reserves the right of (onboarding) adding additional small business, Blanket Purchase Agreement holders. Onboarding procedures may be implemented starting six months after the date of award and ending six months prior to the period of performance end date of the agreement by utilizing the same basis of award established in the original solicitation (D16PS00542). Bureau customers will initiate the need for additional agreement holders by contacting the Administrative Contracting Officer (ACO) and submitting an AQD-20 Request for New Aviation Services. The ACO will then assess the need for additional support or whether current BPA holders can satisfy the need. Should additional support be required, the Administrative Contracting Officer (ACO) will issue a Letter(s) of Intent to prospective vendor(s) requesting quotes and complete an evaluation. Blanket Purchase Agreements awarded through these Onboarding Procedures will include the same terms and conditions as those in the basic agreement. The overall period of performance of the BPA will be not be revised as a result of implementation of the Onboarding procedure.

C4.7 Personnel

C4.7.1 Pilots. Only those individuals whose past flight time and experience may 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.

C4.7.1.1 The COTR’s representative may conduct a pilot flight evaluation to further verify pilot(s)’ ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in
accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C4.7.1.2 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.

C4.7.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot’s ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C4.7.1.4 For special use activities provided under this ARA which 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 ARA, unless otherwise indicated in the agreement. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

C4.8 Substitute Personnel, Aircraft, or Equipment

C4.8.1 The contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet contract specifications and be subject to inspections and approvals identified herein prior to use. The contractor must submit a written request for inspections of pilot substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests for aircraft substitution must be submitted to the CO for approval prior to inspection. The CO may issue a bilateral modification prior to submitting a request to the COTR for inspection scheduling. Requests received with fewer than seven days’ notice will be accomplished as permitted by the COTR’s schedule.

C4.8.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C4.8.3 The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C4.6.

C4.8.4 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

SECTION C – CONTRACT TERMS AND CONDITIONS

C4.9 Reinspection Expenses

C4.9.1 The Contractor shall be liable for all Government incurred reinspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.

C4.9.2 Costs may include, but are not limited to, inspector(s)’ time to include travel time at $75.00 per hour, and transportation and subsistence at actual cost.

C5 52.212-4(k)Taxes
The following is added:

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

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

C6 Reporting Requirements and Invoice Submission

C6.1 Aircraft Use Report

C6.1.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23E form or other form as directed by the CO. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed AMD-23E or other form as directed by the CO. Hard copies of the signed AMD-23E are to be uploaded/attached to the electronic report created in the electronic system.

C6.1.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report or other form as directed by the CO. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C6.1.3 Aircraft Use Reports or other form as directed by the CO are to be submitted every two weeks or upon conclusion of a project, if less than two weeks duration.

C6.1.4 For agreements without pilot, the Government pilot will record use data on the AIRCRAFT USE REPORT Form(s) and submit to the Contractor for signature and
The completed forms will be electronically scanned and sent to Government per C6.1 and C6.2.

C6.1.5 Enter each payment line item on the aircraft use report form individually by date. Do not lump items together. (For example: A Contractor is claiming three days of per-diem. Do not enter one line item for per-diem worth three days. Make three individual line entries claiming the appropriate per-diem rate).

C6.1.6 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission or other form as directed by the CO.

C6.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013)

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

**Note:** Government Purchase Cards are not an authorized form of payment under this agreement.

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

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

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

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3–5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

### GENERAL CONTRACT TERMS AND CONDITIONS

#### C7 52.216-1 Type of Contract (APR 1984)

C7.1 The Government contemplates award of a Blanket Purchase Agreement (BPA) to be known as the Department of the Interior (DOI) Aircraft Rental Agreement (ARA). Each agreement issued will have firm fixed unit pricing.

C7.1.2 The agreement period for each contractor under this Blanket Purchase Agreement period shall be for five years from the date of award shown on the Standard Form 1449 Solicitation/Contract Order for Commercial Items (SF 1449), or until superseded by a new agreement or canceled by either party in writing.

#### C8 Orders for Service

**Orders placed against this agreement shall not exceed the simplified acquisition threshold per order.**

C8.1 All orders are subject to the terms and conditions of this agreement. In the event of conflict between an order and the agreement, the agreement shall control.

C8.2 The Government does not guarantee the placement of any orders for service under this BPA and the Contractor is not obligated to accept any orders. The Government is obligated only to the extent of authorized purchases actually made under the BPA. However, once the Contractor accepts an order from an authorized Interior Business Center (IBC), Acquisition Services Directorate (AQD) Contracting Officer, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C8.3 Awardees will be given fair opportunity to be considered for orders placed under this agreement. Price is a mandatory consideration when placing orders for service, a trade-off to justify a higher price can be used when considering other factors such as location (response time), past performance, aircraft capability and experience.

C8.4 Any services to be furnished under this agreement shall be by issuance of an order placed by the Contracting Officer, or Ordering Officer as delegated in writing by contract modification.

C8.5 An order may be made orally or by email by the Contracting Officer and shall be followed up in writing via BPA Call (order).

**NOTE:** Contractors performing work without the appropriate approval (order for service) do so at their own risk.
C8.6 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).

C8.7 Aircraft furnished shall be subject to the exclusive use and control of the Government throughout the ordered period of use. The date and time of hire and time of release shall be recorded on the aircraft use report form.

C9 Order Cancellations

C9.1 Services ordered under this agreement are subject to termination by either party upon 24-hour notice, prior to commencement of work, unless a longer period is agreed upon in writing. The cancellation may be verbal, but must be confirmed in writing immediately with the Contracting Officer and the Contractor. Cancellations shall indicate the applicable order number. Cancellation notices received not later than 24 hours prior to the established reporting date and hour shall be at no cost to either party.

C9.2 Government 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:

- One hour of flight time at the specified contract flight rate.

C9.3 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.

C9.4 Contractor costs associated with project cancellations or postponements that are not Government fault or cause (i.e. unusually severe weather or weather ceilings, etc.) shall not be borne by the Government.

C9.5 Contractor cancellations that occur less than 24 hours prior to the date and hour set for reporting shall be paid in accordance with the following:

- The CO may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C10 Contractor Personnel Security Requirements

C10.1 It has been determined that Contractor personnel utilized in the support of this agreement 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.

C10.2 Contractor employees utilized in support of this contract will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentia ling. 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 ARA performance when accessing a federally controlled facility. The Government user is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C11 Reserved

C12 Aircraft Insurance

C12.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during ARA performance.

C12.2 Liability for Loss or Damage—Department of the Interior (1452.228-72 APR 1984)

(Applicable when aircraft is rented without Contractor pilot and flown by a Government furnished pilot)

(a) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this ARA except as provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this ARA, and any extension thereof, hull insurance acceptable to the Contracting Officer. The Contractor's insurance coverage shall apply to pilots furnished by the Government who operate the aircraft. The Contractor may request a list of Government pilots by name and qualification who are potential pilots.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish the Contracting Officer a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(c) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate which adversely affects the interests of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.

(d) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:

1. In-Motion Accidents - Up to 5% of the current insured value of the aircraft stated in the policy, or $10,000, whichever is less.

2. Not In-Motion Accidents - Up to $250.00 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from (1) normal wear...
and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

(e) If damage to the aircraft is established to be the fault of the Government, rental payments to the Contractor during the repair period will be made as set forth elsewhere in the contract. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(f) Any failure to agree as to the responsibility of the Government or the Contractor under this clause shall, after a final finding and determination by the Contracting Officer, be considered a dispute within the meaning of the "Disputes" clause of this contract.

C13 Reserved

C14 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation (JAN 2017)

(a) Definition. As used in this provision—

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

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

C15 Contractor Performance Assessment Reporting System (December 2015)

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.

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.

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

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

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

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

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

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

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

Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

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

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

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

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

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.

C16 Prework Meeting

A prework meeting may be held between the Government and the Contractor along with their primary crew members and is typically conducted via a telephone conference. The meeting may include, but is not limited to: (1) review of the ARA in detail; (2) operational procedures and (3) administrative procedures. This meeting is administrative in nature and is not intended for technical inspection purposes.

C17 Authorities and Delegations

(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) Government users are 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.

(c) 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 a Government user has taken an action or has issued direction (written or oral) that the Contractor considers to exceed their authority, 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 (b) prior to receipt of the Contracting Officer’s response issued under paragraph (d) of this clause.

(d) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (c) 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.

C17.1 Contracting Officer’s Technical Representative (COTR)

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

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

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

OR

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

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

C17.2 The OAS Safety Manager.

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

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

Phone: 208-433-5071
Fax: 208-433-5007
C18 A&D 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.

ADMINISTRATIVE MATTERS

C19 Personnel Conduct

C19.1 Replacement of Contractor Personnel.

C19.1.1 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 Government bureau 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.

C19.1.2 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.

C19.1.3 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.

C19.2 Suspension of Pilot

C19.2.1 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS ASM or carding authority) may suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C19.2.2 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C19.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot may be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C19.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot’s suspension will continue until the OAS ASM and carding authority determines that no further suspension is required. The Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency if the investigation fails to support a pilot’s return to service.

C20 Safety and Accident Prevention

C20.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C20.1.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C20.1.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C20.2 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.
C20.3 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 must 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 Section C Exhibit entitled - Safety Management System (SMS) Plan/Safety Program.

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

C20.3.1 Contractor employees working under this contract must be familiar with the SMS plan and complete training in accordance with the SMS plan requirements. The BLM Aviation Safety Advisor may at any time conduct assurance reviews with contractor employees performing on this contract to ensure they are familiar with the company’s SMS plan.

C20.3.2 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.

C20.3.3 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 Exhibit.

C21 Mishaps

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

C21.1 Mishap Definitions.

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

C20.1.1 The following terms are as defined in 49 CFR Part 830:

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

C21.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C21.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C21.1.4 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.

C21.1.5 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.

C21.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C21.1.7 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).

C21.2 Mishap Reporting.

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

C21.2.1 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.

C21.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C21.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C21.2.5 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.
SECTION C – CONTRACT TERMS AND CONDITIONS

C21.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C21.3 Forms Submission.

C21.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1/2 “Pilot/Operator Aircraft Accident Report”.

C21.3.2 The Contractor must submit a "SafeCom" to the OAS ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at https://www.safecom.gov/ is preferred. Blank SafeComs can be obtained from the above internet site. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a “SafeCom”. Hard copy documents can be mailed or faxed to:

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

C21.4 Pilot Suspension.

See Suspension of Pilot clause C19.2.

C21.5 Preservation Requirements.

C21.5.1 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.

C21.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C21.6 Mishap Investigations

C21.6.1 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.

C21.6.2 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.

C21.7 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.

C21.8 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.

C22 Agreement Period

C22.1 The Blanket Purchase Agreement period for each contractor shall be from date of award to December 31, 2021 or until superseded by a new agreement or canceled by either party in writing.

C22.2 The Government will conduct an annual review of established ARAs to ensure authorized procedures are being followed, determine actual need of any one ARA, and determine if any necessary updates are required. Any ARA which had no over the preceding year may be canceled at the Government’s option.

C23 Price Adjustments

C23.1 A contractor may adjust any of their prices if they choose to do so once a year. This shall be done when the CO conducts an annual review of the agreement and notifies contractors in writing that it is time to submit price updates. Should the Contractor not receive this notification and it has been one year or more since their last price update, they may contact the CO to request a price update. Price updates shall be requested by submitting an updated and signed AQD-10 form. Exceptions to this policy shall be made by the CO on a case by case basis and justified in writing by the Contractor to the CO.

C23.2 All price adjustments must be deemed fair and reasonable when compared to market conditions before they are approved and accepted by the CO. Price adjustments not determined fair and reasonable will not be approved or accepted.
SECTION C – CONTRACT TERMS AND CONDITIONS

AVAILABILITY REQUIREMENTS

C24 Availability Requirements

C24.1 During the period of hire and any extension, the Contractor must be in compliance with all ARA 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 ARA.

C25 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government.

C25.1 Reaction Time. (Applicable for missions under 24 hours). Personnel on scheduled standby must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 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 provided the authorized Government representative has approved in advance release of the Contractor's personnel.

C26 Reserved

C27 Reserved

MEASUREMENT AND PAYMENT

C28 Measurements for Payment

C28.1 For fixed-wing aircraft measurement of flight time will be from take-off roll until the aircraft returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C29 Payments (Flight Time, Standby, Guarantee, & Co-pilot)

C29.1 Flight Time. The Government will pay for all flights ordered by the CO or the designated Government representative and flown by the Contractor at the rates set forth in Section A (AQD-10). The Government does not guarantee any minimum or maximum number of flight hours under this agreement.

C29.1.2 The Government will pay for mobilization and demobilization (ferry time) by the Contractor once order is placed and contractor accepts the order. The contractor will be paid flight time to and from the contractor’s aircraft Base of Operations as specified on their AQD-10 or the location of the aircraft at the time of hire, whichever is in the best interest of the Government.

C29.1.3 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.

C29.1.4 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.

C29.2 Standby. Applicable for missions under 24 hours. The Government will pay for standby whenever the pilot is held in a ready status when properly invoiced and reported on the Aircraft Use Report Form, at the agreed rates stipulated on the AQD-10 Airplane Rental Agreement Price Sheet.

C29.2.1 The Contractor may offer more favorable standby terms (e.g., free standby equal to hours flown) either as part of the agreement on the AQD-10 or in advance with Contracting Officer approval on a case-by-case basis.

C29.2.2 Standby will not be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

C29.2.3 When prolonged standby is anticipated, the government traveler may release the Contractor, upon the Contractor's request, to utilize the aircraft for their own purposes, provided the Contractor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Contractor is operating the aircraft for their own purposes.

C29.3 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.

C29.3.1 Extended standby shall be measured and recorded in 30 minute intervals, rounded up to the next half hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended
SECTION C – CONTRACT TERMS AND CONDITIONS

standby will be made at the prices set forth in Section A, and as measured above.

C29.4 Guarantee. Payment of Guarantee Averaged over Period of Hire. When the Contractor (or Contractor’s aircraft for without pilot rate) is required to remain overnight away from the Contractor’s aircraft base of operations identified in Section A, the Government will pay the Contractor a flight hour guarantee of four hours per day when documented on the Aircraft Use Report Form for payment. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by the guarantee of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release (See C29.1.2, flight hours for mobilization/demobilization will still count towards guarantee).

C29.4.1 A minimum guarantee will also apply when the aircraft is required to be available for the Government’s exclusive use for four (4) or more hours during a day.

C29.4.2 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

C29.4.3 Guaranteed flight hours due will be billed upon conclusion of the project. A one-line entry should be included on the invoice/Aircraft Use Report Form, showing the flight time due with (GT, GTD or GTN) used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A.

NOTE: It is the Contractor’s responsibility to calculate and claim guarantee due if any on the use report(s) and submitting via the DOI electronic invoice/use report system as stated in Section C6. It is not the Government’s responsibility to ensure Contractors are claiming Guarantee due if any.

C29.5 Co-Pilot. When a co-pilot is requested for Service under this agreement, the co-pilot will be paid at the hourly rate set forth on the AQD-10 for actual flight time performed.

C30 Relief Crew Reimbursement When Operating Away From the Contractor’s Base of Operation.

C30.1 Relief Crew members. A relief crew is not required. However, if requested by the Government and furnished by the Contractor, relief crewmember’s reasonable cost of transportation to the work site will be paid by the Government. The complement must be the same as required in Section A.

C30.2 Costs are limited to the actual expense involved in transporting crewmembers.

C30.2.1 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (automobile) at the government FTR rate (currently 54 cents); Contractor aircraft at the government FTR rate (currently $1.17 per statute mile), (see http://www.gsa.gov/portal/content/100715 for current Federal Travel Regulation rates), and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the CO or authorized Government representative, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C30.3 Claims for relief crew transportation expenses shall be supported by itemized invoices. The invoice shall include date and location of the relief exchange and the itemized costs of relief transportation. The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C31 Fuel Supply Expense.

C31.1 The Contractor is responsible for the cost of all fuel required to perform under this agreement, unless dry rate (Government provides fuel) is requested by the Contracting Officer or designated representative at time of ordering.

C31.3 If Government furnished fuel is provided, payments to the Contractor will be reduced by computing the gallons provided times the fuel rate provided on the AQD-10.

C32 Reimbursable Pay Items (See Section A)

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.

C32.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember’s overnight stay, including mandatory days off, when assigned to a base away from the contractor's aircraft base of operations subject to the following:

C32.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) rate.

C32.1.2 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 that exceeds the applicable FTR rates.

NOTE: Any invoice that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to re-submit payment for the appropriate FTR specified rate.

C32.1.3 No lodging receipts are required to support the subsistence claim.

C32.1.4 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.

C32.1.5 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.

C32.1.6 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 can be found at the following site:

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

C32.2 The Contractor will be paid when POVs are used for local transportation to and from lodging facilities at the Government mileage rate up to $75 per day. (See [http://www.gsa.gov](http://www.gsa.gov) for current Government rate).

C32.3 The Government will reimburse the Contractor for airport use fees such as landing fees, hangar fees, and tie charges that the Contractor is required to pay. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

C33 Government Miscellaneous Charges

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

EXHIBITS

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

Section C
- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Transportation Worksheet
## EXHIBIT

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unacceptable Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Webbing</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Frayed: 5 percent or more</td>
</tr>
<tr>
<td></td>
<td>2. Torn</td>
</tr>
<tr>
<td></td>
<td>3. Crushed</td>
</tr>
<tr>
<td></td>
<td>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</td>
</tr>
<tr>
<td></td>
<td>5. Creased: no structural damage allowed</td>
</tr>
<tr>
<td></td>
<td>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</td>
</tr>
<tr>
<td><strong>Hardware</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Inoperable buckle or other hardware</td>
</tr>
<tr>
<td></td>
<td>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</td>
</tr>
<tr>
<td></td>
<td>3. Fabricated bushings or tie wraps used as bushings</td>
</tr>
<tr>
<td></td>
<td>4. Rust/corrosion: only minor surface rust/corrosion allowed</td>
</tr>
<tr>
<td></td>
<td>5. Wear: wear beyond normal use</td>
</tr>
<tr>
<td><strong>Stitches</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Broken or missing</td>
</tr>
<tr>
<td></td>
<td>2. Severe fading or discoloring</td>
</tr>
<tr>
<td></td>
<td>3. Inconsistent pattern</td>
</tr>
<tr>
<td><strong>TSO Tags</strong></td>
<td></td>
</tr>
<tr>
<td>(see 14 CFR 21.607)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Missing</td>
</tr>
<tr>
<td></td>
<td>2. Illegible</td>
</tr>
<tr>
<td><strong>Age</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>
SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions.

### Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container.

The kit must be readily accessible to the pilot and passengers.

<table>
<thead>
<tr>
<th>Item</th>
<th>0-9</th>
<th>10-50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips, (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Bandage compresses, 4 inches</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage, 40 inches (sling)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inches x 4.5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Bandage scissors</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body fluids barrier kit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 pair latex gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 protective gown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 biohazard disposable bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Splints are recommended if space permits.

### Minimum Aircraft Survival Kit Items

Fire starter (all material must be contained in sturdy waterproof container)
Magnesium fire starter
Laser rescue light
Signal mirror
Signal flares (6 each)
Space blankets (one per occupant)
Candles
Whistle
One knife (includes “multi-tools” with knives)
Wire saw, axe, hatchet, or machete
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
Collapsible water container
Water purification tablets
Water (one quart per occupant required except when operating over areas with adequate drinking water)
Food (2 days' emergency rations per occupant, with a caloric value of 1,000 calories per day)

(Continued)
### Oceanic Specific

- Flares carried shall be marine signal flares.
- Desalinator
- Sun block

### Tropical Specific

- Heavy plastic sheeting or waterproof tarps (2 each – 8 feet by 10 inches)
- Machete (2 each)
- Flares carried shall be capable of penetrating above a forest canopy of 60 feet.
### EXHIBIT

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

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

<table>
<thead>
<tr>
<th>A. EMPLOYEE CLASS</th>
<th>MONETARY WAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Pilot, GS-2181-11, Step 5</td>
<td>$ 29.22</td>
</tr>
</tbody>
</table>

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

1. New Year's Day
2. Martin Luther King, Jr.’s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.
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 208-433-5018 or submit a written facsimile request to 208-433-5030.

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 49 DATED 07/16/2019**

<table>
<thead>
<tr>
<th>Area:</th>
<th>Nationwide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Occupation:</td>
<td>Aircraft Pilot</td>
</tr>
<tr>
<td>Minimum Hourly Wage:</td>
<td>$29.94</td>
</tr>
</tbody>
</table>

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 49**

- Health & Welfare: $4.54 per hour or $181.60 per week or $786.93 per month
- Holidays: Minimum of ten paid holidays per year: New Year’s Day, Martin Luther King Jr’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**WD 1995-0222 Rev. 49**

- 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)

**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.
When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. **Claims must be supported by itemized invoices.**

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

### TRANSPORTATION WORKSHEET

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALTERNATE BASE LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Relief Exchange – Involved Crew Member(s)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pilot</td>
<td>Fuel Servicing Vehicle Driver</td>
<td>Mechanic (If required by contract)</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
<td>Name</td>
</tr>
</tbody>
</table>

#### Scheduled Maintenance

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>Other</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance Accomplished</th>
<th>Reason for providing additional personnel</th>
</tr>
</thead>
</table>

#### ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)

<table>
<thead>
<tr>
<th>Itemization of Costs</th>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airline Transportation</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>Airline Transportation</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>Charter Aircraft</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>Charter Aircraft</td>
<td>Name</td>
<td>$</td>
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<tr>
<td>Rental Car</td>
<td>Name</td>
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</tr>
<tr>
<td>Rental Car Fuel</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>POV</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>Other (explain)</td>
<td>Name</td>
<td>$</td>
</tr>
<tr>
<td>Total ACTUAL Cost</td>
<td>Name</td>
<td>$</td>
</tr>
</tbody>
</table>

Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel

Contractor Representative Signature