

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A - REQUIREMENTS AND PRICES

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#### CONTRACT ACRONYMS

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

TSO	technical service order
UL	Underwriter’s Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio

## SECTION A – REQUIREMENTS AND PRICING

### SCHEDULE OF SUPPLIES/SERVICES

#### A1. ITEM REQUIREMENT

On Call Air Tactical Services

<u>ITEM</u>	<u>DESCRIPTION</u>
ITEM 1	AIR TACTICAL (ATT-1) AVIONICS TYPE 1
ITEM 2	AIR TACTICAL (ATT-2) AVIONICS TYPE 2
ITEM 3	AIR TACTICAL (ATT-3) AVIONICS TYPE 3

**Aircraft Requirements:** Single-engine or multiengine, airplane equipped in accordance with Section B.

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

**Designated Base:** Variable throughout the contiguous USA

**Performance Period:** On-Call Services. January 1, 2011 through December 31, 2011

**Minimum Aircraft Requirements:** Must have a Standard Airworthiness Certificate

Aircraft make and model for which the original equipment manufacturer continues to provide engineering and logistical support.

Seating for pilot plus three passengers; passenger seating removable for cargo hauling.

**Single Engine Airplane:**  
Power loading of not more than 13.5 pounds per horse power

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

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

**SECTION A – REQUIREMENTS AND PRICING**

For the Contract Listing, See separate document entitled:

**Section A --Contract Listing--2011 DOI Air Tactical (ATT)  
Aircraft Awarded Contract Information**

**SECTION A – REQUIREMENTS AND PRICING**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made - C12

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$4.68</b>	Jet Fuel	
100LL Aviation Gasoline	<b>\$5.30</b>	100LL Aviation Gasoline	
EFFECTIVE DATE	<b>Award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Fuel prices obtained from <http://www.airnav.com/fuel> as provided under C12

	<b>100LL AVIATION GASOLINE</b>	<b>JET FUEL (Base Price)</b>
Million Air, San Bernardino, CA (KSBD)	5.56	4.48
Cutter Flying Service, Albuquerque, NM (KABQ)	5.84	5.37
Premier Aviation, Tucson, AZ (KTUS)	4.79	3.98
Sphere One Aviation, Cedar City, UT (KCDC)	4.99	4.79
Western Aircraft, Boise, ID (KBOI)	5.55	4.75
Edwards Jet Center, Billings, MT (KBIL)	4.65	4.29
West Star Aviation, Grand Junction, CO (KGJT)	5.28	5.35
Jet West, Reno, NV (KRNO)	5.50	4.35
Midstate Aviation, Ellensburg, WA (KELN )	5.53	4.72
<b>Average</b>	<b>\$ 5.30</b>	<b>\$ 4.68</b>
Date fuel prices obtained	August 30, 2010	

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

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

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

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

##### B2 Certifications

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

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

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

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

##### B3 Order of Precedence (Specifications)

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

##### B4 Contracts

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

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

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

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

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

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

##### B6 Aircraft Equipment Requirements

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

B6.1 Current paper aeronautical charts covering area of operations.

B6.2 Reserved

B6.3 Free air temperature gauge.

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

B6.5 Shoulder harness with automatic or manual-locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point, metal-to-metal,

## SECTION B – TECHNICAL SPECIFICATIONS

quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Fire extinguisher(s), as required by 14 CFR Part 135, for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B6.7 Dual controls for initial pilot performance evaluation.

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

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

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

B6.11 Reserved.

B6.12 Cabin heater and window defogger.

B6.13 Reserved

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

B6.15 A survival kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations.

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

*Intentionally left blank – avionics continue on next page*

## SECTION B – TECHNICAL SPECIFICATIONS

### B7 Avionics Requirements

The below chart summarizes avionics applicability to Types 1, 2, and 3 aircraft. The Contractor is responsible for confirming the minimum and required details specified for each type (1, 2, 3) as explained in the text immediately following the chart. (Items identified with “x” are required for the air tactical type aircraft. Items identified as optional are not required, but are desirable; see B7.8.)

EQUIPMENT	SEE SECTION	AIR TACTICAL TYPE		
		1	2	3
ELT MEETING TSO-C91a or TSO-C126	B7.3.1	X	X	X
VHF-AM AERONAUTICAL RADIO(S)	B7.3.2	X - 2 ea.	X - 2 ea.	X - 2 ea.
VHF-FM AERONAUTICAL RADIO(S)	B7.3.3	X - 2 ea.	X - 1 ea.	X - 1 ea.
AUX-FM RADIO PROVISIONS	B7.3.4	X	X	
AFF (Automated Flight Following)	B7.3.5	X	X	X
PANEL-MOUNT TYPE GPS	B7.4.1	X	X	
PORTABLE GPS (SECURELY MOUNTED)	B7.4.2			X
DUAL AUDIO SYSTEMS/AFT XMIT/4X ICS	B7.5	X	X	
SINGLE AUDIO SYSTEM//2X ICS	B7.6			X
TRANSPONDER	B7.7.1	X	X	X
TCAS/TCAD/TAS	B7.7.2	X	Optional	Optional
IFR EQUIPMENT* (VOR/GS/MB/DME/etc.)	B7.7.3	X	Optional	Optional
GPS DATA PORT (GPS-DP) CONNECTOR	B7.8.1	Optional	Optional	Optional
VHF-FM RADIO PROGRAMMING PORT(S)	B7.8.2	Optional	Optional	Optional

\*IFR operations limited to multi-engine or single turbine engine aircraft only.

B7.1 General - applicable to all aircraft.

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics, or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics Installation and Maintenance Standards - applicable to all aircraft.

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

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

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or

TSO-C126, utilizing an external antenna and meeting the requirements of 14 CFR Part 91.207 (excluding section f.). It must be installed in a conspicuous or marked location.

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

B7.3.3 One or two (see chart above) P25-compliant VHF-FM transceivers. Each required VHF-FM multi-mode aeronautical transceiver(s) (FM-1/FM-2), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5 kHz) operation on each channel. All frequencies must be used in the analog narrowband mode, unless the Government notifies the Contractor otherwise on a specific incident/project.

B7.3.3.1 Each transceiver's operational frequency range must include the band of 150 to 174 MHz. The operator must be able to program any usable channels within that band while in flight.

B7.3.3.2 Each transceiver's carrier output power must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, and must provide both

## SECTION B – TECHNICAL SPECIFICATIONS

receiver and transmitter activation indicators for main and Guard receivers. Simultaneous monitoring of both main (150-174 MHz) and Guard (168.625 MHz) receivers is required. Scanning of the guard frequency is not acceptable. Each transceiver's operational controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.3 A Continuous Tone-Controlled Squelch System(s) (CTCSS) sub-audible tone encoder, with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, must be included as part of each required transceiver.

B7.3.3.4 Prior to performance under this contract, each transceiver must be programmed with Guard transmit and receive frequencies of 168.625 MHz, and a 110.9 Hz CTCSS tone on transmit only. These values must remain programmed for the duration of performance under this contract. The Guard channel must be constantly monitored prior to initial arrival on, during, and after departure from any Government project or incident.

B7.3.3.5 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements:

NAT (now Cobham) NPX-136D-070  
Technionics TDFM-136, TDFM-136A

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

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

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

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

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

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

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

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

B7.3.5.2 AFF communications must be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct

## SECTION B – TECHNICAL SPECIFICATIONS

aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

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

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

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

### B7.4 Navigational Systems

B7.4.1 (ATT-1, ATT-2) One permanently installed, panel-mounted Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA approved (or approval pending). Handheld and/or marine type equipment is not acceptable.

B7.4.2 (Acceptable for ATT-3 only) A portable Global Positioning System (GPS) unit, located conveniently for the pilot, using aircraft power, with an antenna mounted separately from the GPS receiver. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS receiver and antenna must be securely mounted while in flight. A panel-mounted type GPS, meeting the requirements of B7.4.1 above, is also acceptable in ATT-3 aircraft.

### B7.5 Dual Audio Systems

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

intercommunications system (ICS) and the receiver audio output levels.

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

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

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

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

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100

## SECTION B – TECHNICAL SPECIFICATIONS

TR preamplifier, or equivalent) must be furnished at all required positions.

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

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

### B7.6 Single Audio System

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

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

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

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

B7.6.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot and ATGS/copilot positions. The pilot's PTT switch must be mounted on the control yoke. The PTT switches for the

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

### B7.7 Other Required Avionics

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

B7.7.2 (required for ATT-1 only) The aircraft must be equipped with an FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antennas mounted on the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and copilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least seven nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

B7.7.2.1 The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does not permit the system to be inoperable for a period exceeding 15 days.

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

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

TAS: Bendix-King KTA 870, Goodrich Skywatch HP.

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

NOTE: ADS-B does not meet the requirements specified above.

## SECTION B – TECHNICAL SPECIFICATIONS

B7.7.3 (Multi-engine airplanes and turbine powered single engine airplanes ATT-1 only.) The aircraft must be equipped with the navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

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

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

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

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

### B7.8 “Optional” Avionics Systems

Although not required for aircraft acceptance under this contract, the following systems (identified as “optional” in the chart preceding Section B7.3 above) are highly desired and may be items that will be considered during ordering by the Government to enhance operations. If offered – at the Contractor’s option – any such systems shall remain requirements throughout the contract period.

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

### B8 Reserved

## PERSONNEL REQUIREMENTS

### B9 Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in

price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance. See B10.2.6.

## B10 Pilot Qualifications

### B10.1 General.

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

### B10.2 Minimum Qualifications.

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

B10.2.1 An FAA commercial pilot certificate or higher with airplane single-engine and/or multi-engine instrument ratings.

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

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

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

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

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

B10.2.7 For a pilot that has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, FS, 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

**SECTION B – TECHNICAL SPECIFICATIONS**

the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, NBC-Aviation Management.

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

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

**B11 Personnel Duty Limitations**

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

**B12 Flight Crewmembers Duty and Flight Limitations**

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

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

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

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

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting 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.

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

B12.2.3 Pilot flight time computations will in accordance with 14 CFR Part 1.1.

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

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

B12.2.4.2 When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin. Maximum cumulative flight time shall not exceed 42 hours during any consecutive 6-day period.

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

**B13 Pilot Authority and Responsibility**

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

The contract pilot:

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

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B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

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

B13.4 Must perform takeoff performance calculations which include:

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

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

B13.5 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B13.6 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B13.6.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B13.6.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B13.6.3 The pilot will not accomplish scheduled maintenance, such as 100-hour or phase inspections.

### **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 appropriate dispatch office. Manifest changes must be made with that office.

B14.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter
- b. First aid/survival kits
- c. Personal protective equipment
- d. Battery switch location
- e. Fuel cutoff location

B14.3 The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B14.4 Day/night use. Both day and night flight may be required by this contract.

B14.4.1 Night/IFR Operations. Only multiengine and single engine turbine aircraft are approved for transporting passengers at night or in instrument meteorology conditions. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

B14.5 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or agency approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible

B14.6 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency approved procedures.

B14.7 Smoking will not be allowed in the aircraft.

B14.8 The pilot must remain at the flight controls while the engine(s) are running.

B14.8.1 Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.

### **B15 Security of Aircraft and Equipment**

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

B15.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to prevent unauthorized use of the aircraft is acceptable provided the devices are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

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B15.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner that precludes their inadvertent interference with in-flight operations.

Unacceptable locking devices and methods are:

Locking aircraft doors  
Fenced or gated parking area

### **B16 Personal Protective Equipment (PPE) for Flight Operations**

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

B16.1 Contractor personnel shall wear leather shoes or boots, a natural fiber shirt, and full length cotton pants, full length nomex pants, or a flight suit.

### **B17 Exemption for Transportation of Hazardous Materials**

The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, DOT exemption DOT-SP-9198, and the *USFS/DOI Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B17.1 A copy of the current exemption, handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials.

B17.2 The Contractor must ensure that each employee who may perform a function subject to this DOT exemption receives required training that can only be satisfied by completing Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <https://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 exemption and the DOI handbook/guide are available online at <http://amd.nbc.gov>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

### **B18 Fuel and Servicing Requirements**

B18.1 General

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

B18.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B18. The Contractor must keep the fuel delivery ticket through the period.

B18.1.3 Compliance with fuel quality control requirements is the responsibility of the Contractor. NFPS 407 shall be followed for Aircraft Fuel Servicing.

B18.1.4 The fuel must pass through a filtering system designed for aviation fuel for the type of fuel being dispensed.

B18.2 Operations. The Contractor must ensure that:

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

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

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

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

## **AIRCRAFT MAINTENANCE REQUIREMENTS**

### **B19 General - Maintenance**

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

### **B20 Airworthiness Directives (ADs) and Manufacturers Mandatory Service Bulletins (MMSBs)**

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

B20.2 The Contractor must provide and make available a list of FAA ADs applicable to the contract aircraft in a format similar to that in AC 43-9 as revised.

### **B21 Manuals/Records**

## SECTION B – TECHNICAL SPECIFICATIONS

B21.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B21.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's procedures manuals as outlined in 14 CFR Part 135.21 along with any revisions made during the contract period.

B21.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B22 Maintenance**

B22.1 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.

B22.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B22.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

### **B23 Maintenance Test Flight**

B23.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B23.2 The Contractor must immediately notify the COTR of any change to any engine, propeller, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

### **B25 Weight and Balance**

B25.1 Weight and balance data for multi engine aircraft must be determined by an actual weighing of the aircraft within 36 calendar months (60 months single engine) preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B25.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B25.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items that may be easily removed or installed for aircraft configuration changes (seats, radios, special mission equipment, etc.) must also be listed including the name, the weight, and the arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### C1 Contract Terms and Conditions – Commercial Items (52.212-4 JUN 2010) [Tailored SEPT 2005]

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.* –

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name

agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

### **C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 JUL 2010)**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

(8) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

(11) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2007)(15 U.S.C. 637(d)(4).

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

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

(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14).

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

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

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

(15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

(18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

(19) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

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

(22) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

(26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(30) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(31) (i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(33) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

(36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(37) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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(38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(vii) [Reserved]

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

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

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

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

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(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

### ADDENDA TO CONTRACT TERMS AND CONDITIONS

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

##### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.3 Approved aircraft and pilots will be issued an Interagency Aircraft Data Card and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

C3.1.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

**C3.1.3.3 Aircraft that are provided by the Contractor to the Government that have not been approved and carded for use under this contract will result in nonpayment of services under the terms of this contract. Invoices will be returned to the Contractor.**

C3.1.3.4 If the COTR determines any aircraft, equipment, personnel and/or records or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.1.3.5 Failure to have an aircraft and pilot approved for the contract that is not a result of Government delays, or failure to have an aircraft available throughout the life of the contract as originally offered may result in exclusion from order consideration, removal from the master on call air tactical listing, no exercise of the option for an additional year, and/or contract termination for cause.

##### C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

##### C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.2 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 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

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access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Resource reconnaissance  
Fire reconnaissance  
Air tactical group supervision

**C3.4 Additional like make, model and series aircraft** and/pilots may be added only after the initial inspection and will be subject to the following:

C3.4.1 Prior to requesting an aircraft inspection, the Contractor must have submitted a written request to the CO to add the aircraft (C13 Adding Aircraft After Contract Award) and a modification must have been accomplished.

C3.4.2 Contractor must submit a written request to the COTR, include a copy of the contract modification, and agree to reinspection costs, as would be applicable, as provided under C3.5. The reinspection schedule will be at the discretion of the COTR's office. The COTR's office will provide an estimated total for reinspection costs upon request.

C3.4.3 The addition of pilots requires only a written request to the COTR and agreement to reinspection costs, as would be applicable.

C3.4.4 Reinspection costs to be charged will be deducted from payments due the Contractor or will be billed to the Contractor.

C3.4.5 In the event the Government requests the addition of aircraft and/or pilots, no reinspection costs will be assessed to the Contractor.

C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### **C4 Contractor Personnel Security Requirements**

C4.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

### **C5 Additional Acquisition Regulation (FAR) Clauses**

#### **C5.1 Option to Extend Services (48 CFR 52.217-8, Nov 1999)**

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

#### **C5.2 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

#### **C5.3 Availability of Funds (52.232-18 APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which

## SECTION C – CONTRACT TERMS AND CONDITIONS

payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### C6 Aircraft Insurance

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

### C7 Authority of Government Representatives

**C7.1 Contracting Officer (CO).** The CO for this contract is identified on the SF 1449 form.

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

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

**C7.2 The Contracting Officer's Technical Representative (COTR).** The COTR is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. It is expected that two COTRs will be designated at the time of award; one for each of the DOI, NBC, Aviation Management Directorate (AMD) Regions shown below.



**WEST REGIONAL**



**EAST REGIONAL**

#### West Regional Office

Mr. Gary Kunz  
DOI – Aviation Management  
West Area Office  
960 Broadway Ave., Suite 300  
Boise, Idaho 83706-3670  
Gary\_kunz@nbc.gov

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

#### East Regional Office

Mr. Frank Crump  
DOI – Aviation Management  
East Area Office  
3190 NE Expressway, Suite 110  
Atlanta, Georgia 30341-5323  
Stewart\_walker@nbc.gov  
Phone: 770-458-7474  
Fax: 770-458-6677

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

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

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

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

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

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the

## SECTION C – CONTRACT TERMS AND CONDITIONS

Contracting Officer or the COTR acting within his or her appointment, shall be at the Contractor's risk.

C7.2.1 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations.

**C7.3 Air Tactical Group Supervisor (ATGS).** For purposes of this contract, an ATGS is the authorized Government representative responsible for the implementation of work to be done under individual orders. The ATGS is assigned the duties identified below, but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

C7.3.1 Direct the specific flight requirements as required to support an incident/project.

C7.3.2 Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the ATGS will contact the appropriate AMD Regional Office and consult with an AMD technical specialist).

C7.3.3 Monitor services provided under the contract for conformance with contract requirements.

C7.3.4 Initiate and sign correspondence and other contract administrative documents over the title of ATGS.

C7.3.5 Ensure aircraft availability, flight time and other payable items are accurately recorded on prescribed forms or input into an electronic payment system.

C7.3.6 Approve breaks during daily operations.

C7.3.7 Suspend operations for safety concerns or non-conformance of the contract.

C7.3.8 Complete an Evaluation Report on Contractor Performance using the CO prescribed form (currently Form AMD-36A) at the end of an order and submit to CO. (see <http://amd.nbc.gov/library/forms.htm> for latest version of the form)

### ADMINISTRATIVE MATTERS

#### C8 Personnel Conduct

C8.1 Replacement of Contractor Personnel

C8.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C8.1.2 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.

C8.1.3 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.

#### C8.2 Suspension of Pilot

C8.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C8.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C8.2.3 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.

C8.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

#### C9 Safety and Accident Prevention

C9.1 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).

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C9.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C9.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C9.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C9.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

### C10 Mishaps

#### C10.1 Mishap Definitions

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

C10.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

C10.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C10.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C10.1.4 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.

C10.1.5 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.

C10.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

#### C10.2 Mishap Reporting

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

C10.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C10.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

#### C10.3 Forms Submission

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C10.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

#### C10.4 Pilot Suspension

See Suspension of Pilot clause C8.2.

#### C10.5 Preservation Requirements

C10.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C10.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C10.6 Mishap Investigations

C10.6.1 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.

C10.6.2 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.

### C10.7 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.

### C10.8 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.

### C11 Federal Airport and Airway Excise Taxes

C11.1 Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C11.1.1 In order to establish the basis for tax, the contractor shall be responsible for ensuring that the AMD 23, Aircraft Use Report/Invoice is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C11.1.2 The information contained herein was current at the time of contract award. Changes imposed by the IRS and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov)

C11.2 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished

fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C11.3 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to then indicate in the Tax Code column on the right side of the AMD-23 whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) will then be applied by the NBC Aviation Management Finance Office, and the tax will be paid. Any exceptions to this procedure shall be coordinated with the NBC Aviation Management Finance Office and the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C11.4 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

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

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

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

C11.5 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C11.5.1 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C12 Economic Price Adjustment - Fuel

C12.1 During the contract period, including any renewal, the fixed hourly flight rate(s) may be adjusted only as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C12.2 The CO will conduct a fuel survey of the fuel source locations identified in Section A approximately May 1st of each year the contract is in effect with any flight rate changes being effective as provided in C12.7.1.

C12.2.1 The Government reserves the right to conduct additional surveys and price adjustments at interim periods in the event of unusual economic fluctuations of fuel prices.

C12.3 Prices for fuel will be obtained from <http://www.airnav.com/fuel> or by telephone and are the full service (FS) no additives prices, quoted as guaranteed or current within seven days of the adjustment dates identified above. Any price not identified as guaranteed or is not current within seven days will be obtained by direct contact with the fuel source location.

C12.4 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C12.5 **Base Price.** An initial base price for jet fuel and 100 LL aviation gasoline is established at the approximate time of solicitation issuance. The initial base price for jet fuel and 100 LL aviation gasoline is the average commercial price that is computed from pricing obtained from the identified sources in Section A. **The base price for fuel is identified in Section A, Requirements and Prices.**

C12.6 **Reference Price.** The reference price(s) will be the average of commercial fuel prices in effect at the time of economic price adjustment. The reference price will be obtained by contacting the same sources used to establish the base price. The reference price will become the base price for subsequent adjustments.

C12.7 **Flight Rate Adjustment.** Provided variation in the average price per gallon for fuel from all fuel sources is 10 percent more or less per gallon from the base price previously established at the time the fuel survey is taken, the CO will

make an adjustment to the current contract hourly flight rates. Adjustment to the hourly flight rate(s) is accomplished by taking the difference between the reference price and the base price and multiplying that number by the hourly fuel consumption rate for the aircraft identified on the Fixed Wing Fuel Consumption Chart Exhibit (Section C). The amount is added/subtracted to the flight rates shown to arrive at the new flight rates. For any aircraft make and model offered, but not specifically identified in the Exhibit, the consumption rate will be determined by grouping the aircraft with the most similar aircraft make and model as determined by the COTR's office. This information will be made available to the Contractor when requested.

C12.7.1 The CO will provide notification to all Contractors of hourly flight rates that are adjusted as a result of this clause. Adjusted prices will apply to flight time occurring May 15th and after, until the next adjustment is made, if applicable.

### C13 Adding Aircraft After Contract Award

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

C13.1 After contract award the Contractor may request in writing that the CO add an additional aircraft of the same make and model as originally awarded and identified in the contract. Additional aircraft will be added to the applicable item number and will be paid at the same rates as the originally awarded make and model aircraft. It is at the Government's discretion as to whether additional aircraft will be added. See C3.4 relative to inspection and cost of inspection for additional aircraft.

## CONTRACT PERIOD AND RENEWAL

### C14 Contract Period

C14.1 The contract period will be from January 14, 2011 through December 31, 2011. For option years, if renewed, the contract period will be January 1 through December 31 of the applicable year.

C14.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved under this contract as set forth elsewhere in this contract. No adjustment will be made to the start and/or end dates specified above as a result of the actual inspection and approval or work dates.

C14.3 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C14.4 When an order for services has been accepted, the Contractor is obligated to perform in accordance with the contract.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C14.5 Aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week for the period of use until released.

### ORDERS FOR SERVICE

#### C15 General Order Information

C15.1 As the need for services become known, orders will be placed with the Contractors conforming to the Government's requirements for aircraft services.

C15.2 The Government does not guarantee the placement of any orders for use under this contract and is obligated only to the extent of authorized orders actually placed. The Contractor is not obligated to accept any order(s), but will be obligated to perform upon acceptance of an order.

C15.3 An individual order and/or aggregate of all orders is limited to a total of \$5.5 million for the base and option years.

#### C16 Authorized Ordering Activities

C16.1 Orders for service may be placed only by offices authorized to place orders as defined herein. The Government utilizes a semi-formal ordering protocol, supported by the issuance of a resource order number, for fire and non-fire emergency incidents. Orders will normally be placed by an ordering official within a Federal Government Dispatch Office. Orders may be received from any of the following, but generally begins first with a:

- 1) Local federal dispatch office or individual with dispatch authority; then from a
- 2) Geographic Area Coordination Center (GACC) (a GACC is a focal point for coordinating the mobilization of resources for incidents throughout their Geographic Area); then from
- 3) National Interagency Coordination Center (NICC) located in Boise, Idaho.
- 4) Orders for non-fire (project) requirements may be placed by the Aviation Management, Flight Coordination Center (FCC) Specialists located in the Boise, Idaho and Atlanta, Georgia Regional Offices or the Contracting Officer at any time.

C16.1 Orders accepted by the Contractor from a source not identified herein, could result in nonpayment of service.

#### C17 Orders for Services

C17.1 Awardees will be given a fair opportunity to be considered for orders placed under this contract using aircraft capability based upon individual mission factors, Contractor location and availability, satisfactory past performance, and estimated cost (to include all anticipated

cost factors; flight, mobilization and demobilization costs, extended standby, subsistence, etc.) for the Government's projected period of need. The Government's urgency in acquiring services may be the selection factor in emergency situations and override any other criteria identified above. **An order may be made orally or electronically, but must be confirmed in writing by a Government resource order/documentation indicating a funding source** and may include, but is not limited to the following type of information:

- Contract number
- Contractor name
- Resource/Order number
- Name and telephone number of Contractor representative accepting the order
- Point of hire location
- Ordered aircraft by FAA N-number
- Date(s) of need
- Flight point origin/destination
- Flight description
- Flight following arrangements
- Agency radio frequencies to be utilized
- Known flight hazards
- Estimated order cost

**C17.2 The Contractor is responsible for obtaining and including a copy of the record of order (resource order or order document with their invoice for payment.** The order needs to include sufficient information; 1) full name, 2) telephone number, 3) bureau, and 4) office location of the individual placing the order and 5) funding source. A copy of the Government completed resource order form is acceptable if it includes the above information. Invoices submitted for payment without this information may be returned to the Contractor for resubmission with the above information.

#### C17.3 Payment Method / Order Type

An order under this contract may be placed using one of two different payment methods (**daily availability** and fixed flight rate or **project flight rate**) as discussed below. The selected method of calculating payment shall be established at the time the order is placed and be annotated on the resource/order record. The payment method may not be changed thereafter until the originating order is mutually closed out. This does not preclude the rehire of the original Contractor at a different payment method immediately upon mutual release from the originally hired method without the Contractor returning to the original point of hire. i.e. originally hired for ½ day project flight rate basis, but prior to returning to originally hired location and being released, a new resource order is made to hire the same Contractor from the project location for fire on a daily availability basis. New order and invoice documents shall be initiated in these incidents. **A copy of the order record shall accompany invoices submitted for payment.**

## SECTION C – CONTRACT TERMS AND CONDITIONS

**Definitions** This section uses the following definitions:

Wildland Fire Mission – an unplanned fire related event that requires flight service support (flight need would require an aircraft and/or pilot to have a fire carding approval, as applicable)

Planned Fire Mission – prescribed fire that requires flight service support (flight need would require an aircraft and/or pilot to have a fire carding approval, as applicable)

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

One-Day – project use beginning and ending during any one calendar day

### **C17.3.2 Daily Availability and fixed flight rate.**

Wildland Fire Missions of more than one-day's duration must be hired on a **daily availability and fixed flight rate** basis. Measurement and payment of availability, flight, and other pay items is as set forth under this contract under paragraph C25.

C17.3.3 The following missions may be hired under either the daily availability and fixed flight rate **OR** the project flight rate basis at the option of the Government.

#### Planned Fire Mission, Non-Fire Mission, and One-Day

C17.3.3.1 Orders placed and accepted on the basis of payment for daily availability and the fixed flight rate will be subject to C17.3.2 above.

### **C17.3.4 Project flight rate.**

Orders placed and accepted on the basis of payment at the project flight rate are subject to **all** of the following:

- a) Contractor accepts at the time of order the project flight rate and method of payment calculation.
- b) Invoices are specifically annotated with the hired (the time the Contractor departs the hired location) and released (the time the Contractor arrives at its hired location, except for releases as provided in C24.2) date and time. Both the date and time must be included to properly calculate payment and the applicability of daily guarantee.
- c) All additional pay items (i.e. EP, ET, SM, PD, etc) if incurred are paid according to the contract terms.
- d) Flight time is paid at the offered project flight rate subject to the payment terms of C26 of the contract.

### **C18 Point of Hire**

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order

(whichever is closer) and confirmed on the Government resource order/record documentation.

### **C19 Government Cancellations**

C19.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include a copy of the original Agency Resource/Order Number and documentation. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C19.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C19.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C19.2.2 After Contractor's departure to work location: Outbound and return flight time to the original point of hire. (No availability, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time will be paid.)

C19.2.3 Claims for cancellation charges shall be submitted by the Contractor to the ordering office for written concurrence, along with a copy of the cancellation notice. The ordering office will forward cancellation invoices to the payment office for processing.

## **AVAILABILITY REQUIREMENTS**

### **C20 Availability Requirements**

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

C20.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Travel/commuting for purposes of reporting to and from work or traveling to and from a lodging site do not

## SECTION C – CONTRACT TERMS AND CONDITIONS

fall within the definition of standby as provided in this contract. (See C22.1 Standby) 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.

### C21 Relief Pilot Availability

C21.1 A relief pilot(s) is not required.

C21.2 If requested by the Government, the Contractor may provide a relief pilot for mandatory days off, when requested by the Government. (See daily availability and transportation of relief pilot paragraphs.)

C21.3 Any relief pilot provided needs to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided under Section B.

### C22 Schedule of Operations and Reaction Time

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

C22.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C22.2 **Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the Government has approved in advance release of the Contractor's personnel.

### C23 Maintenance During Availability Period

C23.1 The ordering unit's field representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Government may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C23.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the Government, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### C24 Unavailability and Damages

C24.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C24.2 If the Contractor is unavailable for four or more consecutive hours, the Government reserves the right to release the Contractor from service. This release shall end the period of ordered service. Once released, from service, availability and subsistence payments shall cease and no longer be paid under this order for service. The Contractor shall be entitled to claim flight time (only) for returning the aircraft to the base from which it was hired. The claim for the return flight shall be promptly submitted as part of outstanding charges for the order for service.

## MEASUREMENT AND PAYMENT

Payment for services provided will be made as specified herein based upon the payment method (See C17.3) identified by the Government at the time of the order.

### C25 Orders Placed using Daily Availability and Government Fixed Flight Rate Method of Payment

C25.1 When an order has been accepted, the Contractor is obligated to perform in accordance with the contract. Payment for services provided will be at the daily availability and/or flight rate(s) offered and as specified herein (unless ordered as project work). The daily availability rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Availability is measured in full days (except as provided below for less than full days) for the daily period of time (maximum of 14 hours) scheduled by the CO or ordering unit's field representative and provided by the Contractor. Payment for availability will be made as actual services are provided and documented on invoice forms.

C25.2 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit. In those incidents where there is unavailability, the invoice/AMD-23 will be annotated with two entries, one for the hours of daily availability (AV) and one for the hours of unavailability (UA). The total of these two entries needs to equal 1.00.

C25.3 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last

## SECTION C – CONTRACT TERMS AND CONDITIONS

day will be measured as one-half day for purposes of daily availability payments. Availability and flight time commence from the time the Contractor leaves the base at which the aircraft was hired and ends when the aircraft returns to this same base.

C25.3.1 Upon release from service, if the Contractor chooses not to return to their base or departs for a new work sight when released, the aircraft will be considered released from the project and no further payments of any kind shall be due. No subsistence is paid on the last day of service unless sufficient time is not available for the return trip due to the time of day the aircraft is released.

C25.3.2 After the aircraft has been released, and it is en-route to the base of hire, one-half day availability will be paid for days in which four (4) hours or less of flight occurs. No availability will be paid on days in which no flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of a full day of availability.

C25.4 Daily availability will not be measured for payment on the pilot's mandatory days off and no relief/additional pilot is provided. If the Government requests and the Contractor provides a relief pilot, availability will be measured and paid as specified herein.

### **C26 Orders Placed using the Project Flight Rate Method of Payment**

C26.1 The project flight rate should include all fixed and variable costs (depreciation, overhead, annual inspections, permanent shop facilities, etc.) as well as costs directly attributable to actual flight that will be incurred in providing continuous service subject to the payment as specified herein. Payment of flight time will be made as actual services are provided and documented on invoice forms.

C26.2 The use period begins and ends when the aircraft departs its location of hire for the assigned work location and arrives at the same location of hire immediately upon release. Except in those incidents where the Contractor elects or is not able to immediately return to the original location of hire, the use period will end at the time of release from the project.

C26.3 Flight time (including mobilization/demobilization ferry/flight) is paid at the offered project flight rate subject to one of the following conditions:

**C26.3.1 A total, actual use period of 4 or fewer clock hours.** Payment is made at the project flight rate for actual flight/ferry hours flown and no minimum flight guarantee or daily availability payment applies.

**C26.3.2 A total, actual use period in excess of 4 clock hours.** Payment is made at the project flight rate for the **greater of** 1) actual flight/ferry hours flown **OR** 2) a guarantee of 3 flight/ferry hours per day.

**C26.3.2.1 For one-day orders** where the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence, flight time and fuel vehicle mileage for return to the hired location as it is incurred the following morning but the daily flight guarantee ends at the time of release the previous day. (i.e. release occurs at 8:00 p.m. but because of insufficient daylight, the aircraft cannot immediately return to its location of hire, but does so the following morning).

**C26.3.2.2 For orders of more than one day**, the 3 hour flight guarantee is paid for either or both, the first and last day, **only** if the use for the day is for more than 4 clock hours. Either or both first or last days use of less than 4 clock hours duration will result in payment of the **greater of** actual flight/ferry or ½ (1.5 hours) of the 3 hour daily flight guarantee.

**C26.3.2.3** Daily flight guarantee that is due will be documented daily with a pay item code of GT.

**C26.3.2.4** Whenever, service is unavailable, the daily minimum flight guarantee will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

**C26.3.2.5** Subsistence is not paid on the first or last day of service when no overnight is incurred or has not been specifically authorized by the ATGS/Aircraft Manager, except as provided under C31.3.2.1 above.

**C26.3.2.6** Extended standby is paid on any day in which the crew members identified in Section A work in excess of 9 hours as provided in paragraph C20.1 and C28.1.

### **C27 Flight Time**

Applicable to all orders ( both Daily Availability/Flight Time and Project Use).

**C27.1** The hourly flight rate should include direct operating costs that are attributable to actual flight of the aircraft.

**C27.2** Measurement of Flight Time. Flight time will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours. See Exhibits for a conversion chart for converting minutes to hundredths.

**C27.3** Payment for Flight Time. The Government does not guarantee any minimum or maximum number of flight hours during this contract. The Government will pay for all flights ordered by the CO or ordering unit's field representative and flown by the Contractor at the rates set forth in Section A.

**C27.4** Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management

## SECTION C – CONTRACT TERMS AND CONDITIONS

(agency) inspection will be at the expense of the Contractor and will not be measured for payment except as provided under C3.4.2.

C27.5 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

### **C28 Additional Pay Items (from Schedule of Items)**

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

C28.1 Extended Standby. Extended standby is paid on any day in which the pilot works in excess of 9 hours as provided in C20.1.

C28.1.1 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C28.2 Subsistence Allowance. Each authorized crewmember may claim a subsistence allowance (lodging and meals) for each overnight stay, including mandatory days off, when assigned to a base away from the designated base.

C28.2.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

C28.2.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C28.2.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C28.2.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for contractor costs incurred for travel to alternate meal or lodging locations.

C28.2.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C28.2.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

### **STANDARD**

Meals and Incidental Expense: \$46.00

Lodging: \$70.00

Total: \$116.00

### **HIGH RATE**

For current FTR per diem rates (for both standard and high rates) see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

C28.2.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C28.3 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance regardless of the fuel source.

C28.4 Additional Pilot. The Government reserves the right to order an additional pilot on an intermittent basis to crew the aircraft. The additional pilot may be used to maximize the use of the aircraft, or to provide additional primary crew rest during periods of high fire/flight activity. The Contractor may decline to provide an additional pilot. The additional pilot is in addition to a relief pilot whose purpose is to provide coverage for primary pilot day(s) off.

C28.4.1 Contractor accepted orders for an additional pilot shall be paid at the daily rate contained in the Schedule of Items for all full days in which the additional pilot is available and service is provided as scheduled by the Government. The AMD-23 Flight Use Report shall be annotated with the additional pilot name, departure and arrival times, and dates service is provided. This information shall be documented on the Transportation Worksheet.

C28.4.2 An additional pilot arriving at the work location after 1200 hours on the first day of service or terminating

## SECTION C – CONTRACT TERMS AND CONDITIONS

before 1200 hours on the last day will be measured as one-half day for purposes of additional pilot payments. No more than one full day for both the first and last days will be paid for travel days regardless of the reason for a delay or location of actual hire for the pilot. On days when service is unavailable, unavailability reductions will apply as provided under C25.2.

C28.4.3 Transportation costs for an additional pilot will be paid as specified below but may not exceed an amount any greater than what would have been incurred based upon departure and return from the Contractor's operating base to the work location.

C28.5 Transportation Costs Associated with Operating Away From the Contractor's Operating Base. When operating away from the Contractor's operating base, the Contractor is required to provide for transporting relief and/or additional pilot(s) when ordered and provided, unless otherwise directed by the Government. Prior to incurring costs for transportation, the Contractor must advise the ordering unit's field representative of the anticipated transportation costs. The Government reserves the right not to order or require relief and/or additional pilots because of the cost of transportation. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

-Relief Crew members. The complement must be the same as required in Section A.

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

-Additional Pilot(s). When ordered by the Government.

C28.5.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting invoices identified above to the invoice for payment, 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 and resubmission for payment.

C28.5.2 Unless approved in advance by the CO, payment for relief pilot exchanges is limited to one round trip for one crew member (two crew members if a two pilot aircraft) once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C28.5.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 50.5 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft

make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the ordering unit's field 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, except as otherwise provided herein.

C28.6 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

### C29 Government Miscellaneous Charges

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

## BILLING AND REPORTING REQUIREMENTS

### C30 Billing Office

C30.1 Unless otherwise directed by the Contracting Officer, the Contractor will submit payment invoice requests through a Department of the Interior (DOI) electronic invoicing and reporting system called the Aviation Management System (AMS). The AMS can be located at <http://ams.nbc.gov>, where the user will log into the system to input the services provided under the contract. Specific instructions for submission of invoice(s) will be available at the website or through supplemental information provided by the contract issuing office identified on the SF1449 (block 9).

### C31 Aircraft Use Report and Invoice Submission

C31.1 Unless directed otherwise by the Contracting Officer, the Contractor shall complete a (nonfleet) aircraft use report to document the services that are provided and are appropriate for payment. (This will consist of information normally found at the top and on the left side of the previously used AMD-23 Aircraft Use Reports.) Invoices that support actual cost(s) shall also be attached electronically.

C31.2 The Contractor may submit invoices every two weeks starting the first day services begin, or upon conclusion of a project if less than two week duration. Services provided must be itemized on a daily basis.

C31.3 Should the Contractor elect to submit company invoices, the invoices shall be scanned and attached to the aircraft use reports submitted through the DOI electronic AMS system. Contractor invoices must reflect the exact information submitted on the electronic (nonfleet) aircraft use report. Company invoices that do not accurately reflect all pertinent information submitted on the electronic (nonfleet)

## SECTION C – CONTRACT TERMS AND CONDITIONS

aircraft use report will be considered improper and rejected in AMS and routed back to the contractor for correction and resubmission.

C31.4 If hard copies of AMD-23 forms are completed in their entirety in the field, the Contractor may scan and attach the AMD-23(s) to the electronic (nonfleet) aircraft use reports submitted through the DOI electronic AMS.

### **EXHIBITS**

C32 The following exhibits are enclosed and made part of this contract:

#### Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- FS/AMD Drawing A-17: Wiring Diagram for AUX-FM Connector
- Fixed Wing Fuel Consumption Chart

#### Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT 1**

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

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT 2**

**FIRST AID AND SURVIVAL KITS**

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

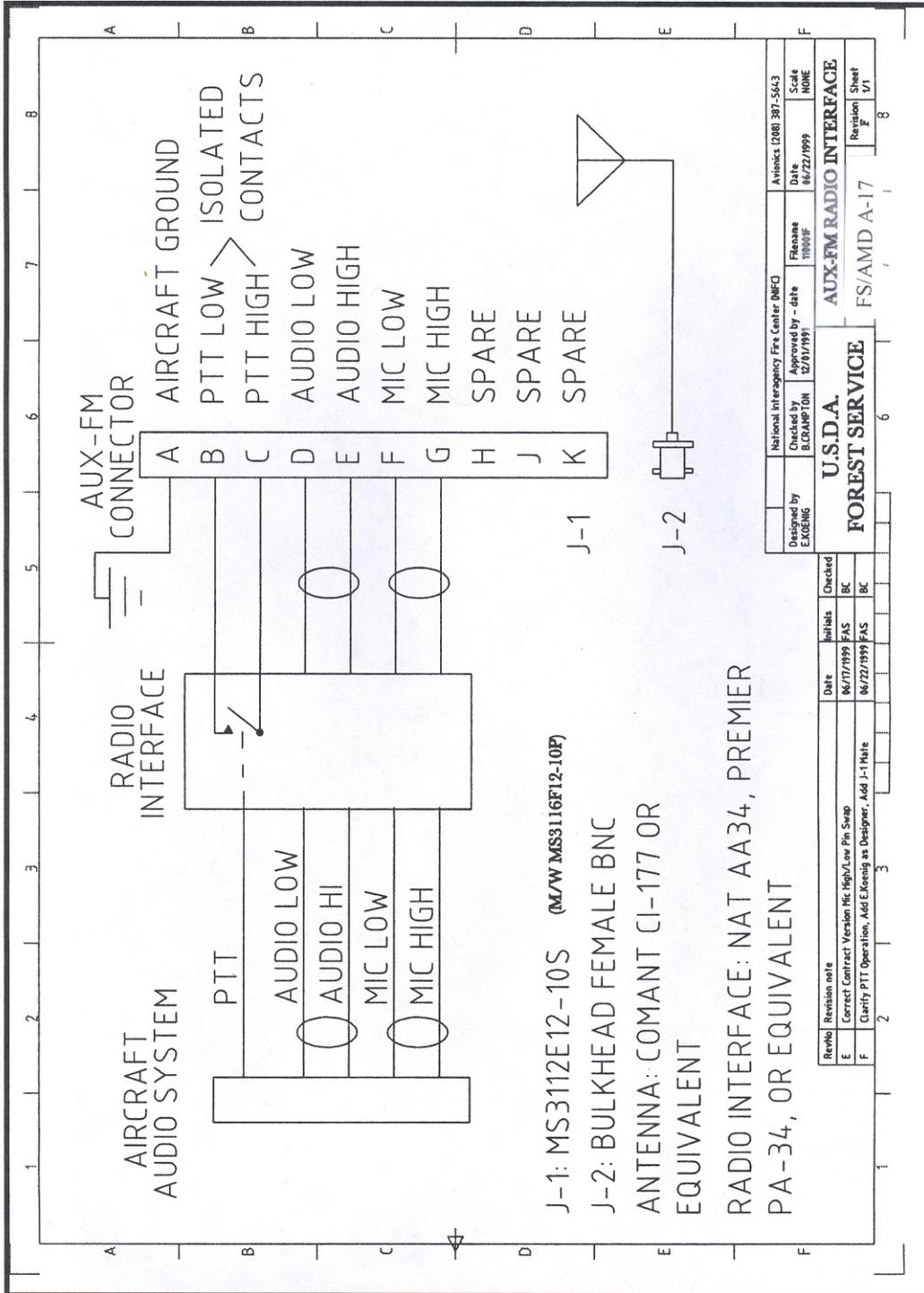
<b>Minimum First Aid Kit Items</b>		
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.		
	Passenger Seats	Passenger Seats
Item	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10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

<b>Minimum Aircraft Survival Kit Items</b>
Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)
Magnesium fire starter
Laser rescue light
Signal mirror
Signal flares (6 each) (non-marine signal flares)
Space blankets (one per occupant)
Candles
Whistle
One knife (includes “multi-tools” with knives)
Wire saw, axe, hatchet, or machete
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
Collapsible water container (sealing clear plastic bags(s))
Water purification tablets
Water (one quart per occupant required except when operating over areas with adequate drinking water)
Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)
If Automated Flight Following (AFF) is not installed in the aircraft, the Contractor must have at least one of these three items:
◦ Satellite phone
◦ 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
◦ Handheld UHF or VHF radio

EXHIBIT 3

DRAWING FS/AMD A-17

Auxiliary FM Radio Interface



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 4

FIXED WING FUEL CONSUMPTION CHART

<u>BEECH</u>	<u>DE HAVILLAND</u>	<u>MOONEY</u>
Baron 55/58.....29	Beaver..... 30	Exec.....10
Baron 58P.....35	DH-6 Twin Otter..... 95T	<u>NOMAD</u>
18/45 .....35	Beaver T ..... 40T	22B/24A.....53T
King Air 90 (Series).....70T	DH-7 .....234T	
King Air 100 .....80T	DH-8 ..... 183T	
King Air 200 .....93T		<u>NORTH AMERICAN</u>
King Air 300 .....89T	<u>DORNIER</u>	AT-6.....18
Mentor T-34 .....14	DO-228 ..... 100T	T-28.....80
Mini Liner 99 .....85T		
Queen Air.....43	<u>DOUGLAS</u>	<u>PIPER</u>
T-Bone B-50 .....45	DC-3 ..... 93	Super Cub PA-18.....9
Duke .....38	DC-9 ..... 700T	Pawnee PA-25.....13
Queen air 80.....34		Arrow PA-28R.....10
Bonanza 33/35/36.....14	<u>EMBRAER</u>	Cherokee PA-28-140/161 .....8
	PW 115 (1600) ..... 159T	Cherokee 6 PA-32.....14
<u>BELLANCA</u>		Aztec PA-23.....27
Citabria/Scout .....9	<u>FALCON</u>	Comanche PA-24.....15
	10 ..... 175T	Navajo PA-31 .....32
<u>BOEING</u>	20 ..... 240T	Cheyenne PA-31T.....77T
727..... 1000T	50 ..... 300T	Cheyenne II PA-42T.....74T
		Aerostar 600/601/602P/700P.....33
<u>BRITTEN-NORMAN</u>	<u>FAIRCHILD</u>	Cheyenne III PA-42T .....110T
Islander.....30	Porter ..... 44T	Chieftan PA-31-350.....34
	F-27 ..... 288T	Lance PA-32-300.....16
<u>CANADAIR</u>	SF 340.....161T	Seneca II/III PA-34.....20
		Mojave PA-31P.....39
<u>CESSNA</u>	<u>GRUMMAN</u>	Malibu PA-46 .....15
L-19 .....11	S2F..... 75	PA-42-1000 400LS .....75T
172 .....9	Goose ..... 50	
180.....14	Goose T ..... 80T	<u>ROCKWELL</u> (Gulfstream/Twin Commander)
182.....12	Mohawk ..... 180T	680.....40
182RG .....14	Albatross.....160	500.....34
185.....16	G-I.....288T	690A/B.....80T
188.....12	G-II .....529T	Sabreliner .....200T
206/207 .....16	G-III.....370T	560.....33
T206/207 .....18		840.....65T
210.....16	<u>HELIO</u>	900.....55T
T210 .....18	Courier ..... 20	1000.....57T
320.....28	Stallion.....44T	
310.....32		<u>SWEARINGEN</u>
T310 .....34	<u>ISRAEL</u>	Merlin II, III SA 226/7.....78T
337.....24	1121/1123/1124.....190T	
T337 .....26		<u>SHORT</u>
401.....28	<u>LOCKHEED</u>	Skyvan.....85T
402.....36	P-3/C-130/Electra 188.....661T	
404.....46	Jetstar .....374T	<u>VOLPAR</u>
411.....34		TurboLiner .....74T
414.....36	<u>LEAR JET</u>	
421.....46	25 ..... 220T	CASA .....95T
340.....36	35/36.....185T	
425.....56T	55 ..... 200T	Turbine DC-3 .....150T
441.....52T		
Citation I .....140T	<u>MAULE</u>	
Citation II, III.....160T	M4-5 ..... 9	
208 Caravan I.....53T	M7 ..... 13	
<u>CONSOLIDATED</u>	<u>MITSUBISHI</u>	
Convair 580/600 .....338T	MU-2 ..... 77T	

“T” after the gallons indicates turbine fuel, everything else is Avgas.

Source: “B and CA” Aircraft Guide and “Flying” Aircraft Guide.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 5**

**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.

- | <u>A. EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|--------------------------|----------------------|
| Aircraft Pilot, GS-11    | \$ 27.03             |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 6**

**DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION**

This contract 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 contract. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 30 DATED 6/15/10**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$24.90

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

**WD 1995-0222 Rev. 30**

1. Health & Welfare: \$3.50 per hour or \$140.00 per week or \$606.67 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)
3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**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.

**EXHIBIT 7**

**UNAVAILABILITY CONVERSION CHART**

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

**SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

**EXHIBIT 8**

**TRANSPORTATION WORKSHEET**

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