

**SECTION A - REQUIREMENTS AND PRICES**

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COR	Contracting Officer’s Representative
COTR	Contracting Officer’s Technical Representative
DOI	Department of the Interior
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FTR	Federal Travel Regulations
IDFG	Idaho Dept. of Fish & Game
NTSB	National Transportation Safety Board
AMD	Office of Aircraft Services
PIC	Pilot in Command

**ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:**

- ACETA Aerial Capture, Eradication, Tagging of Animals
- AMD Aviation Management Directorate
- ASM Aviation Safety Manager
- ASO Aviation Safety Office
- CFR Code of Federal Regulations
- CO Contracting Officer

**SECTION A - REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**A1. REQUIREMENTS AND PRICES**

**PROGRAM ITEMS**

Missions to be performed under this solicitation include various types of inventory/census/survey helicopter services as well as Aerial Capture, Eradication and Tagging of Animals (ACETA) missions. The different types of services are being identified as Program Items as categorized below. **Program Item 1** is Inventory/Census/Survey, **Program Item 2** is Herding, Drive Netting or Trapping. **Program Item 3** is Marking (paintball), Eradication, and High Velocity Darting. **Program Item 4** is Net Gunning and Low Velocity Darting. Programs 3 and 4 will be further categorized for pricing purposes as A – Fully Contractor Provided; and B – Contractor provided aircraft and pilot only with the gunner/darter, handlers, etc. provided by the Government. An offer may be submitted in response to any or all of the four Program Items.

<b>PROGRAM ITEM</b>	<b>MISSION</b>	<b>General mission profile as categorized by DOI based upon typical expected flight complexity and associated risk level associated with the mission</b>
<b>1</b>	Inventory/Census/Survey	Normally conducted at altitudes of <b>100 ft AGL</b> or higher (normally higher altitudes when practical). Flights performed for the purpose of collecting overall numbers of animals in a specific area. May occasionally require maneuvering at altitudes below 100 ft AGL to identify special characteristics of animal such as gender. The operation is conducted <b>with passenger(s)</b> .
<b>2</b>	Herding, Drive Netting or Trapping	Normally performed from 10 to 200 feet Above Ground Level (AGL) with normal, abrupt, or aggressive maneuvers, and hovering close to the ground surface as needed in order to coerce animals to the desired area. Most herding missions can be accomplished above 50 feet AGL. Lower altitudes, from <b>10 to 50 feet AGL</b> are often required when drive netting or trapping. Normally accomplished with pilot only and no other persons on board. In some special cases, Government personnel maybe required to be on board to accomplish the mission.
<b>3</b>	Marking(paintball),Eradication, and High-Velocity Darting	Low level flight that requires the locating and targeting of a specific animal. Usually performed 15 to 40 feet AGL at low speed or hover with occasional abrupt maneuvers in flat to rugged mountainous terrain. Activities require the discharge of a firearm in order to mark, sedate, eradicate, tag, or administer drugs to the target animal. Subsequent on the ground processing (biological sampling, radio collaring, tagging, etc.) is often accomplished. Moving animals in sling loads to centralized areas on the ground may be required. Missions may include DOI aircrew that are gunning or preparing handling animals on the ground after immobilization, but more typically these activities are accomplished entirely by a Contractor crew. The Contractor must state if they are capable of providing these types of aircrew personnel (aerial gunner and animal handlers) as well as veterinary support that are physically and mentally qualified in the handling and processing of a wide variety of wildlife species or if DOI aircrew are required to accomplish the mission. The Contractor may bid differing prices pending on aircrew personnel required for the mission. Alternatively, the Contractor may bid only for missions with DOI aircrew provided.
<b>4</b>	Net Gunning and Low-Velocity Darting	Low level flight that requires the locating and capturing or immobilization of a specific animal. Usually performed 10 to 30 feet AGL at low speed or hover with abrupt and aggressive maneuvers in flat to rugged mountainous terrain. Activities require the discharge of a firearm emitting a net or dart with the intent to capture or sedate an animal. Subsequent on the ground processing (biological sampling, radio collaring, tagging, etc.) is typically accomplished. Moving animals in external sling loads to centralized areas on the ground from remote capture sites may be required. Missions may include DOI aircrew aerial gunners and handlers, but more typically is accomplished entirely by a Contractor crew. The Contractor must state if they are capable of providing these types of aircrew personnel (aerial gunner and

**SECTION A - REQUIREMENTS AND PRICES**

		<p>animal handlers) as well as veterinary support that are physically and mentally qualified in the handling and processing of a wide variety of wildlife species or if DOI aircrew are required to accomplish the mission. The Contractor may bid differing prices pending on aircrew personnel required for the mission. Alternatively, the Contractor may bid only for missions with DOI aircrew provided.</p>
<p><b>SPECIAL REQUIREMENT (Must be completed)</b></p>	<p>Longline &amp; Remote Hook requirements are <b>Optional</b> for all Programs. (See Sections B4.2.18 through B4.2.19.1)</p>	<p>Offerors will check as appropriate, which Programs they will/will not provide Longline &amp; Remote services: (Check Yes or No)</p> <ul style="list-style-type: none"> <li>• Program 1 (Optional) Yes ___ No___</li> <li>• Program 2 (Optional) Yes___ No___</li> <li>• Program 3 (Optional) Yes_____ No___</li> <li>• Program 4 (Optional) Yes_____ No___</li> </ul>

**SECTION A - REQUIREMENTS AND PRICES**

<p><b>CLIENTS:</b> *Dept of the Interior (DOI) Bureaus and Offices *State of Idaho Fish &amp; Game Dept.</p>	<p><b>CONTRACT PERIOD:</b> Base Period: Aug 1, 2009, or date of award through June 30, 2010</p> <p><b>ALSO INCLUDES:</b> Two – 1-year Options beginning July 1 of each year and expiring 30 June of the following year.</p>
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**Aircraft Requirement: Light Helicopters (More than one Make/Model Aircraft may be offered).**

**\* Minimum Helicopter Characteristics:**

- \* Light helicopter(s)
- \* Minimum of 2 passengers seats not including pilot

**\* Helicopter Performance:**

◆ Helicopters provided must be capable of performing in at least one of the following categories below. This performance must be accomplished/calculated with 1 pilot @ 200 lb, 2 crewmembers @ 200 lb per person, survival kit @ 25 lb, and fuel for 1 hour and 30 minutes of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b). (Use fuel consumption chart provided in the attachments) (Note: The required performance, specified below, is based on Density Altitude at the actual time of any flight. However, for calculation purposes for this solicitation, use the Standard Temperature per International Standard Atmosphere (ISA) for the altitudes specified below).

**For Operations up to 4,000 Feet Density Altitude (DA).** Hover Out of Ground Effect (HOGE) at 4000 feet DA.

**For Operations above 4,000 to 7,000 Feet (DA).** Hover Out of Ground Effect (HOGE) at 7000 feet DA.

**For Operations above 7,000 to 9000 Feet (DA).** Hover Out of Ground Effect (HOGE) at 9000 feet DA.

**For Operations above 9000 Feet (DA).** The aircraft must meet Hover Out of Ground Effect (HOGE) performance for the highest anticipated DA

**\* Minimum Crew and Fuel Service Vehicle Requirement per Helicopter (All Program Items):** Pilot-in-Command (PIC), Fuel Service Vehicle and Fuel Servicing Vehicle Driver (relief crew not required)

**\* Additional Personnel (Required for Program Items 3 and 4 when ordered):** Aerial Gunner, Animal Handler(s), Veterinary Support

Examples of Aircraft Type: UH12E, BH 47, R-44II, MD 500D/E, BH 206BIII, BH 206L3&4, AS350, and/or other makes and models may fulfill the above requirements; however, offers should ensure their specific helicopter is capable of meeting at least one of the above helicopter performance categories. **Note: R-44II's offered under this solicitation will be limited to use under Item 1 only.**

**SECTION A - REQUIREMENTS AND PRICES**

**A1. REQUIREMENTS AND PRICES**

**COPY AND COMPLETE THIS PAGE FOR EACH AIRCRAFT MAKE/MODEL OFFERED**

OFFEROR'S NAME	Mandatory
MAKE//MODEL/FAA N # OF AIRCRAFT	Mandatory (multiple N numbers may be entered if same make and model)
OFFEROR'S OPERATING BASE/LOCATION (FOR PURPOSES OF THIS SOLICITATION)	Mandatory (One location only)

**Period of Performance:** Base Period: Aug 1, 2009, or date of award through June 30, 2010.

Option Year 1: July 1, 2010 through June 30, 2011

Option Year 2: July 1, 2011 through June 30, 2012

Program Items	DESCRIPTION	PAY ITEM CODE	UNIT	* PRICE Base Period	* PRICE Option Year 1	* PRICE Option Year 2
1	<b>Inventory/Census/Survey</b> (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
2	<b>Herding, Drive Netting or Trapping</b> (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
3A	<b>FULLY CONTRACTOR PROVIDED</b> <b>Marking (paintball), Eradication and High-Velocity Darting</b> (helicopter, pilot, fuel servicing vehicle driver, gunner & animal handler)	FT	Flight Hour	\$	\$	\$
3B	<b>CONTRACTOR &amp; GOVERNMENT PROVIDED</b> <b>Marking (paintball), Eradication and High-Velocity Darting</b> (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
4A	<b>FULLY CONTRACTOR PROVIDED</b> <b>Net Gunning and Low-Velocity Darting</b> (helicopter, pilot, fuel servicing vehicle driver, gunner & animal handler)	FT	Flight Hour	\$	\$	\$
4B	<b>CONTRACTOR &amp; GOVERNMENT PROVIDED</b> <b>Net Gunning and Low-Velocity Darting</b> (helicopter, pilot & fuel servicing vehicle driver)	FT	Flight Hour	\$	\$	\$
5	<b>Additional Gunner</b> (When Ordered by the Government) (Net or Dart)	SC	Daily Per Person	\$	\$	\$
6.	<b>Additional Animal Handler</b>	SC	Daily Per Person	\$	\$	\$
7.	<b>Additional Veterinary Support</b>	SC	Daily Per Person	\$	\$	\$
8.	<b>Helicopter Trailing</b> – Applicable to Contractors Offering this Capability Lump Sum Amount is for Each Load and Unload (See C22.5)	TM	Each Load & Unload	\$	\$	\$
9.	<b>Helicopter Trailing Mileage Rate</b> (when trailing this rate is paid in lieu of the mileage rates shown in Item 10 below)	SC	Per Mile	\$	\$	\$

**SECTION A - REQUIREMENTS AND PRICES**

<b>10.</b>	<b>Flight Guarantee:</b> Government will pay a Flight Guarantee of 3 hours per day when applicable in accordance with Paragraph C.21.3	GT	Per Day	Paid at Flight Rate	Paid at Flight Rate	Paid at Flight Rate
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**ADDITIONAL PRE-ESTABLISHED PAY ITEMS.** Item 10 identifies pre-established pricing for additional items that will apply to all contracts awarded, as applicable.

ITEM 10.	DESCRIPTION	PARAGRAPH	PAY ITEM CODE	RATE	
a.	Fuel Servicing Vehicle Mileage (based upon truck capacity and as ordered) Larger fuel capacity vehicles provided at the Contractor's election and not specifically ordered by the Government will be paid mileage at the rate for a 0-349 gallon vehicle.	C22.2	SM	0-349 gal 350-749 gal 750-1,499 gal 1,500 gallons up	\$ 1.35 per mile \$1.83 per mile \$2.45 per mile \$3.51 per mile
b.	Airport Use Costs	C22.3	SC	Actual cost	
c.	AG – NAV – Hourly Rate	C22	SC	\$45.00 per hour	
d.	Subsistence Allowance	C22.1	PD	Per FTR	
e.	Extended Standby - Pilot	C20.3	EP	\$47.00 per hour	
f.	Extended Standby – Fuel Servicing Vehicle Driver	C 20.3	ET	\$26.00 per hour	
g.	<u>Applicable to Program 4A Only</u> Price per Animal Captured by Net Gun (Fully contractor provided services only)	C22.4	EACH	\$100.00 per animal (this amount paid in addition to actual flight time)	

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

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$4.21</b>	Jet Fuel	
100LL Aviation Gasoline	<b>\$4.80</b>	100LL Aviation Gasoline	
EFFECTIVE DATE	<b>June 17, 2009</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

**SECTION A - REQUIREMENTS AND PRICES**

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

		<b>100LL AVIATION GASOLINE</b>	<b>JET FUEL</b>
Blue's Aviation Svc.	San Bernardino, CA	5.23	4.16
Cutter Flying Service	Albuquerque, NM	5.96	5.09
Premier Aviation	Tucson, AZ	4.38	3.50
Sphere One Av.	Cedar City, UT	4.69	4.59
Western Aircraft	Boise, ID	4.80	3.95
Edwards Jet Cntr.	Billings, MT	4.20	3.95
West Star Aviation	Grand Junction, CO	4.74	3.99
Jet West	Reno, NV	4.60	4.84
Wings of Wenatchee	Wenatchee, WA	4.60	4.10
Average		4.80	4.21

## SECTION A - REQUIREMENTS AND PRICES

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor furnished, operated, and maintained on call helicopter flight services which are capable of supporting inventory/census, classification, and aerial capture, eradication and tagging of animals (ACETA) program missions. Services will require the transportation of Government personnel and cargo as needed. The Contractor must have the capability of administering vaccines or other prescribed biological drugs as well as the taking of biological samples from the wildlife species being captured when providing services under **Programs 3 and 4**. These needs will be identified and coordinated on a project basis. The Government will direct aircraft to support its missions and objectives.

B1.2 The primary user of this contract will be DOI bureaus, State of Idaho Fish and Game Dept. (IDFG), and offices that are tasked with the management of a variety of wildlife species. Use of this contract may be determined to be appropriate by the DOI Aviation Management Contracting Officer (CO) to support other users accomplishing the type of programs identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

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

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

##### B2 Certification

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

B2.1 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the

Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

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

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

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

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

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

##### B4 Contracts

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

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

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

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

## SECTION B - TECHNICAL SPECIFICATIONS

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.

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

### **B6 Aircraft Equipment Requirements**

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

B6.1 A complete set of current aeronautical charts covering area of operations.

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

B6.3 Free air temperature gauge.

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

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

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

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

B6.8 Dual controls for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government.)

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

B6.10 A strobe light, with either a white, or half-white and half-red lens, mounted on top of the aircraft or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch must be provided in addition to the red strobe.

B6.11 High visibility, pulsating, forward facing, conspicuity lighting.

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

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

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door. **For Program Item 4**, the aircraft shall have an approved step, in the gunner's position, that will aid the gunner in supporting a proper shooting position.

B6.15 Locking cap(s) on all fuel inlet ports.

B6.16 Cabin heater and window defogger.

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

B6.18 Deleted in Amendment 0002

B6.19 (BH-206L-4 Only) High Altitude Tail Rotor System 206-704-722.

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

If internal:

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

If external:

## SECTION B - TECHNICAL SPECIFICATIONS

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

OR

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

OR

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

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

Note: External Cargo racks or baskets may be removed when conducting operations for which they are not required.

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

B6.22 An accessory power source consisting of an MS 3112E-12-3S three-pin connector, accessible in the cabin. Pin B must be airframe ground; pin A must be +28VDC (for 28-volt aircraft); and pin C must be +14VDC (for 14-volt aircraft). The circuit must be protected by a 5-amp circuit protection.

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

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

SPECIAL NOTE: Items in B6.25 through B28.7 are only required for projects performing Class B External Load activities. Please ensure appropriate blocks on Page 6,

Section A, Special Requirements, are checked if longline and remote hook are offered.)

B6.25 A convex mirror for the pilot to observe the sling load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window) or for aircraft where direct vertical reference is possible.

B6.26 One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. May be removed for projects that do not require transportation of Class B external loads. (See the cargo hook maintenance requirements in Section B29.)

B6.27 Part number MS 3101E-24-11S, nine-pin connector, for use as the power source for a remote cargo hook. Pin D must be airframe ground. Pin E must be switched 28VDC, protected by a manually operable, 50-amp circuit breaker.

B6.27.1 A lanyard to support the connector and mounted within 12 inches of the cargo hook.

B6.27.2 This connector must have multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment. The longline remote hook, fixed tank, or water bucket must be wired through this connector. A list of water buckets with required pin wiring can be found in FS/AMD Drawing A-16 in the exhibits. Wiring diagrams for various equipment configurations are available from the U.S. Department of the Interior, National Business Center, Aviation Management, 300 E. Mallard Drive, Suite 200, Boise, ID 83706 or USDA Forest Service, 3833 S. Development Avenue, Boise, ID 83705-5354.

B6.28 One remote cargo hook with related cabling and release system, complying with the following specifications:

B6.28.1 Electrically activated remote cargo hook that may be loaded and locked in a single motion with one hand and that is rated at the maximum lifting capacity of the aircraft.

B6.28.2 The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook.

B6.28.3 Counterwound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards

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and/or synthetic rope meeting the requirements of the Helicopter Synthetic Longline Requirements Exhibit.

B6.28.4 The length of the rope must be readily adjustable from 50 to 150 feet in 50-foot increments.

B6.28.5 Electrical cables must be protected from pinching by hooks or shackles and from damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.

B6.28.6 All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13-1B.

B6.28.7 Remote hook operating switch must be mounted on the collective control to avoid confusion with the helicopter cargo hook release.

### B6.29 Other Auxiliary Equipment

**Applicable to Program Items 3A and 4A.** Based on requirements, appropriate Firearm(s) for eradication, paintball-gun for marking, tranquilizer (dart) gun, darts and charges for chemical immobilization, net-gun, charges and nets shall be required. Contractors shall provide appropriately sized nets for the wildlife species to be net gunned. When requested, the Contractor shall self-certify that nets have not been used in an area known to be exposed to any disease, such as Chronic Wasting Disease, etc. Contractor must provide the appropriate animal subduing items, such as hobbles, blindfolds, etc. The Contractor may be required to transport the animals from remote sites to a staging area and should have the appropriate animal capture support equipment as identified in the attached, "*Capture Support Minimum Equipment List*," to transport the animals in an apparatus that supports the animals body weight and adequately protects the animals airway and protects it from injury.

NOTE: All equipment required for ACETA will be inspected by AMD. Net guns shall be Bureau of Alcohol, Tobacco and Firearms (BATF) approved or be registered and meet the requirements under the National Firearms Act (26 U.S.C. Chapter 53 and 27 CFR Part 479). Documentation of approval or registration of the net gun must be provided to the AMD inspector. Any net guns that are not approved or registered by the BATF will be considered illegal and reported to the appropriate authorities.

## **B7 Avionics Requirements**

### B7.1 General

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

### B7.2 Avionics Installation and Maintenance Standards

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

### B7.3 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 same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f.). It must be installed in a conspicuous or marked location.

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

B7.3.3 Provisions for auxiliary VHF-FM (AUX-FM) portable radio (or panel-mounted VHF-FM radio per B7.3.4 et. seq.):

B7.3.3.1 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 drawing FS/AMD-17 in the exhibits.

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B7.3.3.2 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).

B7.3.3.3 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.

B7.3.3.4 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).

B7.3.3.5 In lieu of the above AUX-FM requirements, the Contractor may substitute one VHF-FM aeronautical transceiver (FM-1) which meets the requirements specified in B7.3.4 (et. seq.) below:

B7.3.4 One VHF-FM multi-mode aeronautical transceiver (FM-1), which provides selection of both narrowband (12.5 kHz) and wideband (25.0 kHz) bandwidth 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.

B7.3.4.1 The 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.

B7.3.4.2 Carrier output power must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, and must provide both receiver and transmitter activation indicators. The transceiver's/encoder'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.

B7.3.4.3 One Continuous Tone-Controlled Squelch System (CTCSS) sub-audible tone encoder (which may be an integral part of the transceiver), 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 interfaced to the above transceiver.

B7.3.4.4 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements:

Bendix-King KFM-985 (if narrowband capable)  
Eureka Radio ERS-9600NB w/external tone encoder  
NAT(Northern Airborne Technology) NPX-138N-050  
NAT(Northern Airborne Technology) NPX-138N-070  
NAT(Northern Airborne Technology) NTX-138-050  
Technisonics TFM-138 (serial number 1540 and up)  
Technisonics TFM-138B/C/D, TFM-500 (all)  
Technisonics TDFM-136 (P-25 digital) (all)  
Wulfsberg RT-5000/C-5000 with Guard option  
Wulfsberg RT-9600N w/C-962A control head

B7.3.4.5 Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this contract through December 31, 2009, must also be Association of Public-Safety Communications Officials (APCO) Project 25 (EIA/TIA-102) compliant.

B7.3.4.6 Effective January 1, 2010, only "digital" VHF-FM radios which are APCO Project 25 (EIA/TIA-102) compliant will be approved for use under this Contract. The following models of VHF-FM aeronautical transceivers are known to meet those requirements:

NAT (Northern Airborne Technology) NPX-136D  
Technisonics TDFM-136 (P-25 digital)

B7.3.5 One Contractor-Furnished Automated Flight Following (AFF) system compatible with the governments 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

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be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

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

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications 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 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. When the aircraft passes the operational check, an aircraft logbook entry must be made.

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

### B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems

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

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

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

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

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

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

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

B7.6 Other Avionics – no requirements.

### **B8 Fuel Servicing Vehicle Equipment Requirements**

#### **B8.1 General**

B8.1.1 Fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.1(c) pertains to persons under contract to the Federal Government.

B8.1.2 The Contractor must provide one fuel servicing vehicle to be stationed at the designated base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B8.1.2.1 The vehicle must be capable of transporting fuel over rough mountain roads.

B8.1.2.2 The vehicle's tank(s) must have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart in the Exhibits. The vehicle must be capable of carrying all equipment and accessories (i.e. longlines, remote hook, cargo nets, Contractor crew's overnight gear, and other items) necessary to support a lengthy

assignment. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

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

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

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

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

#### **B8.2 Equipment**

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

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

B8.2.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area.

B8.2.3 Hoses compatible with the aviation fuel being serviced. They must be kept in good repair.

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

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

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B8.2.6 Adequate bonding cables which must be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing*.

B8.2.7 Sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

### **B8.3 Filtering System**

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

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

B8.3.2 The filter manufacturer's operating, installation, and service manual must be carried in the fuel servicing vehicle and followed.

B8.3.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B8.3.4 The filter vessel must be placarded indicating the filter change date. Spare filters must be available to allow periodic and emergency filter changes.

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

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

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

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

B8.3.9 Single-stage system or three-in-one filter canister systems (IP qualified) must utilize a single

element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pump's flow rate.

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

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

### **B8.4 Markings**

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

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

## **PERSONNEL REQUIREMENTS**

### **B9 Pilot Requirements and Authority**

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 the Contractor's Verification of Pilot Requirements and Experience Exhibit for initial approval/carding.

Pilots must have knowledge of the habits of various wildlife and how to effectively inventory, gather and/or capture them. Pilots must have the ability to safely identify and maintain effective airborne contact with the target animals.

### **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.**

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

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

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

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

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

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

B10.2.6 "If offered in Section A." Precise placement of externally carried cargo, regardless of the cable length (as specified in Section B) while operating within the helicopter's capability. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification. (See the Verification of Vertical Reference External Load Training and Proficiency Exhibit.)

B10.2.7 Minimum PIC time accumulated as follows:

(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - 7,000 pounds up to 12,500 pounds; "large" - over 12,500 pounds.
(d) 100 hours . . . in turbine engine helicopters if turbine engine helicopter offered in Section A.
(e) 200 hours .... in reciprocating engine helicopters if reciprocating engine helicopter offered in Section A.
(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months. (See

the Helicopter Like Makes and Models Exhibit.)
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter.
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.
(j) 200 hours . . . PIC in category in low-level operations, including 10 hours over typical terrain within the last 12 months.

B10.2.8 Additional qualifications and/or PIC requirements specific for each program item as follows:

<p>B10.2.8.1 <b>Program Item 1:</b> No additional PIC requirement, but must be AMD approved for low level reconnaissance and surveillance.</p> <p>B10.2.8.2 <b>Program Item 2:</b> 50 hours . . . in aerial animal herding, eradication, drive netting or trapping operations in which the helicopter was consistently flown and maneuvered close to the surface.</p> <p>B10.2.8.3 <b>Program Item 3:</b> 50 hours . . . in aerial animal herding, drive netting, trapping operations or aerial wildlife operations conducting marking, eradication, or high velocity darting.</p> <p style="padding-left: 40px;">a. 25 of these hours PIC must have been while conducting aerial marking, eradication or high velocity darting operations.</p> <p>B10.2.8.4 <b>Program Item 4:</b> 150 hours . . . in aerial wildlife operations conducting marking, eradication, high velocity darting, low velocity darting, or net gunning.</p> <p style="padding-left: 40px;">a. 100 of these hours PIC must been in aerial live capture of wildlife utilizing net gunning and/or darting with low velocity darts.</p> <p style="padding-left: 40px;">b. The above 100-hour PIC requirement may be reduced to 50 hours PIC if the pilot provides evidence of satisfactory completion of a net gun manufacturer's training school.</p> <p style="padding-left: 40px;">c. A minimum of 10 hours PIC in make, model, and series conducting aerial live capture, net</p>
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gun, or low velocity darting.

**B10.2.8.5 Program Items 2, 3, and 4:** Pilots must be qualified for external sling load operations.

### **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 or duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

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

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

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

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

B12.2.4.2 A maximum of 42 hours of flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, he/she must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

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

### **B13 Mechanic Requirement**

The Contractor must provide, in addition to the pilot, a mechanic to service and inspect the contract aircraft. The mechanic does not need to remain at the designated base.

### **B14 Mechanic Qualifications**

The Contractor must provide a mechanic(s) who meets the minimum qualifications shown below and who possesses required certificates and evidence of having satisfactorily completed evaluations for required tasks. The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the COTR. The mechanic must have:

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

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

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

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions

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for at least one full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

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

### **B15 Mechanic Duty Limitations**

Mechanics must not exceed the following duty time limitations:

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

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

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

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

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

B15.6 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations will apply.

### **B16 Fuel Servicing Vehicle Driver Requirement and Qualifications**

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

### **B17 Fuel Servicing Vehicle Driver Duty Limitations**

B17.1 The Contractor must ensure that fuel servicing

vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

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

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

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

### **B18 Gunners and Animal Handlers**

#### **Applicable to Program Items 3A and 4A only.**

B18.1 Animal capture operations under this contract may be performed with either Contractor or Government personnel performing aerial gunning, net gunning, darting and/or animal handling operations. To provide clarity of services required, a capture operation questionnaire will be completed by the requesting activity. (See the Capture Support Minimum Equipment List for Full Services Contractor for Darting and Net Gunning Exhibit.) This questionnaire will be provided to Contractor(s) at time of order request. Contractor is responsible for reviewing the questionnaire and identifying any equipment that cannot be provided as required. An evaluation will be made at the time of ordering services of the Contractor's capability to provide all required equipment.

B18.2 Contractor-provided gunners. Contractor is responsible for ensuring Contractor-provided gunners(s) have been adequately trained and are proficient in aerial gunning, darting, or net gunning operations.

B18.3 Contractor-provided animal handler(s). It is the Contractor's responsibility to ensure Contractor-provided animal handler(s) are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

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

## SECTION B - TECHNICAL SPECIFICATIONS

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

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

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

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

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

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

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

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

### **B20 Flight Operations**

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

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at

subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

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

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

B20.2.1 Capture briefings. (**Program Items 2, 3, and 4**): Contractor (and Government, if involved) personnel shall perform a capture briefing each day that capture operations are contemplated. This briefing shall include discussion of communications, safety concerns, and a walk through of the planned capture on the ground. The walk through trial shall be a mockup of the planned mission and shall be performed with all personnel that will be involved in the mission. This briefing shall also include information about the specific capture weapon being used. If a net gun is utilized, a discussion shall include the size of net and the barrel angle to be used. If a tranquilizer/dart gun is to be used, the discussion shall include the velocity of dart being used, tranquilizer drug being used, any antidote needed in the event of accident, and the antidote's location. If additional personnel are added during the course of a day, another complete briefing shall be performed to include another walk through capture.

B20.3 Dual controls must be removed and/or deactivated prior to contract performance. The pilot shall brief passengers to remain clear of the flight controls at all times.

B20.4 Restrictions while carrying weapons (**Program Items 3 and 4 only**). The designated gunner may carry aboard the aircraft and operate appropriate weapon(s) for accomplishment of the mission. The weapon shall not be loaded or cocked (bolt closed) unless the muzzle is outside of and pointed away from the aircraft.

B20.5 STEP Landings (**Program Items 3 and 4 only**). Single-skid, toe-in, hover exit/entry procedure (STEP) landings are authorized only during actual animal capture operations. These techniques shall not be used as standard protocol during other operations.

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B20.5.1 The Contractor shall have an established training program relative to STEP landings. The training program shall include a procedure that identifies and tracks those individuals who have been trained, and if requested, this information will be made available to the Government. Pilots shall receive approval by DOI Aviation Management Directorate (AMD) prior to performing STEP landings.

(a) For Contractor- and Government-Provided Services. Government- and/or IDFG-approved personnel may participate in STEP-type landings. Participation of these personnel may include training requirements that must include participation by the Contractor's pilot.

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

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

B20.8 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

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

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

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

### **B21 Security of Aircraft and Equipment**

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

B21.1 Physical security. Any aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

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

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

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

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE) for Flight Operations**

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

B22.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to

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below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

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

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

B22.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B22.2.1 During cold weather, insulated boots are acceptable. Garments worn over the Nomex flight suit, such as coats, bib pants, and coveralls are acceptable and should also be made of Nomex or other fire resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool, cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends shall not be worn.

### B22.3 Gunner safety harnesses (Program Items 3 and 4).

An adjustable full-body harness shall be provided by the Contractor that meets the requirements of American National Standards Institute (ANSI). A safety strap shall be attached to the aircraft in a manner that meets the requirement of 29 CFR 1926.502(e)(2).

B22.3.1 The harness shall be worn and used as a positioning device system for the gunner. It is **not** to be used in lieu of seat belts and shoulder harness for takeoff and landing. Use of both the gunner safety harness and a seat belt, with extension, if necessary, **must** be used when doors are removed from the helicopter. The gunner's safety harness will not be required if the helicopter is equipped with an AMD-approved shooting door. The seatbelt is still mandatory.

## **B23 Personal Protective Equipment (PPE) for Ground Operations**

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

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

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

## **B24 Exemption for Transportation of Hazardous Materials**

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 *Interagency Aviation Transport of Hazardous Materials DOI Handbook/USDA FS Guide*.

B24.1 A copy of the current exemption, DOI handbook, and *DOT Emergency Response Guidebook (ERG)* must be carried aboard each aircraft transporting hazardous materials.

B24.2 The Contractor must ensure that each employee who may perform a function subject to this DOT exemption receives required training which 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 <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT exemption and the DOI handbook are available online at <http://amd.nbc.gov>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

## **B25 Fuel and Servicing Requirements**

B25.1 General

B25.1.1 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

## **SECTION B - TECHNICAL SPECIFICATIONS**

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).

B25.1.2 Contractors must ensure that bulk fuel obtained directly from distributors meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.1.3 The Contractor must have a fuel quality assurance program.

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide, except that portion stating that no passengers shall be on board the aircraft during fueling operations is not applicable. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B25.1.5 If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

B25.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

B25.1.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations.

Rapid (hot) refueling if permitted for the make and model of helicopter being used. When ordered by the Government and the pilot agrees, rapid refueling of helicopters is permitted under this contract when done in accordance with *NFPA 407: Aircraft Fuel Servicing*, provided that the Contractor has an FAA approved program for rapid refueling of helicopters as directed by 14 CFR 135.23.

The Contractor must ensure that:

B25.2.1 Notwithstanding NFPA 407, Government personnel are not on board the aircraft during refueling operations.

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

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

### **AIRCRAFT MAINTENANCE REQUIREMENTS**

#### **B26 General - Maintenance**

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

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

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

B27.2 The Contractor must provide and make available a list of the ADs and FAA ADs applicable to the contract aircraft in a format similar to that in AD 43-9C, as revised.

#### **B28 Manuals/Records**

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

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

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

## SECTION B - TECHNICAL SPECIFICATIONS

### **B29 Maintenance**

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

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

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

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

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

### **B30 Maintenance Test Flight**

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

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

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

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

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved

extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

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

### **B32 Weight and Balance**

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

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

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

### **B33 Turbine Engine Power Assurance Checks**

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

**SECTION B - TECHNICAL SPECIFICATIONS**

## SECTION C – TERMS AND CONDITIONS

### **C1 Contract Terms and Conditions – Commercial Items (52.212-4 MAR 2009) [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.

## SECTION C – TERMS AND CONDITIONS

(i) *Payment.* –

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

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

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

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

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

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

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

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

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

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

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

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts

were not repaid because the Contractor has requested an installment payment agreement; or

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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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 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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 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

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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 JUN 2009)**

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

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

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (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 (MAR 2009) (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 (MAR 2009) (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) (15U.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 (FEB 2008)(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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the

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acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(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.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(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.

(31) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(32)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.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.

(33) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(34) 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).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(37) 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)).

(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

(43)(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) (NOV 2006) (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 (FEB 2002)(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

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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 (DEC 2008) (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) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

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

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

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

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

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

### **SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS**

#### **C3. 52.212-4 (a) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED:**

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

After award of the contract and any renewal thereof, an inspection of the Contractor's proposed and accepted aircraft, equipment and personnel shall be made by the COTR to assure compliance with the requirements of this contract. Inspections are expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's operating vicinity, or when a Contractor has been selected for a planned project. Contractors who have not been inspected but are contacted and scheduled for a project should immediately contact the COTR to schedule an inspection date. Failure to contact the COTR may result in the use of a different Contractor. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government. The COTR will attempt to schedule the inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COTR no later than 7 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, if possible.

C3.1.1 When requested by the COTR's office, the Contractor shall provide information as to the specific

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aircraft, equipment, and personnel that are proposed for use during each year of the contract.

C3.1.2 All inspections shall be documented on Form AMD-68, Inspection Report. This form documents aircraft, fuel servicing vehicle and personnel that are found to be in compliance with contract requirements and which are approved for use under this contract. Use of aircraft, equipment or personnel that have not been inspected and approved for use could result in nonpayment of any services provided. Aircraft, fuel servicing vehicles and pilots that are approved for use under the contract will be issued an Aircraft Data Card, The Interagency Data Card - Fuel Service Vehicle sticker or Interagency Pilot Qualification Card as applicable. The aircraft and pilot cards detail the activities for which they are specifically authorized to accomplish. The fuel servicing vehicle approval/inspection sticker is only an indication that the vehicle meets the additional equipment requirements as specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. Inspections and subsequent approvals of any AMD inspection under this contract is not an indication of authorization that you are qualified for any other work or activity outside of this contract.

C3.1.2.1 The Aircraft Data Card shall be kept with the aircraft and available for inspection at all times during the contract period.

C3.1.2.2 The Pilot Qualification Card shall be in the possession of the pilot and available for inspection at all times during the contract period.

C3.1.2.3 The Interagency Data Card - Fuel Service Vehicle sticker shall be displayed on the fuel servicing vehicle and available for inspection at all times during the contract period.

C3.1.3 The Government may suspend inspection(s) and schedule a re-inspection for another time/date/site of aircraft/equipment/personnel **which are not completely prepared** for contract performance or which have been rejected. The CO may charge the additional cost of re-inspection or test as described herein.

C3.1.4 Any deficiencies found on the aircraft, equipment, or personnel during the inspection must be corrected by the vendor, before an approval and card will be issued. Deficiencies must be completed, with the appropriate logbook entries and submitted to AMD, within 60 days after the initial inspection. If it is beyond the vendor's control to get parts, services or supplies in the time specified, the CO can extend that deadline. If failure to adequately meet the term of this deadline occurs, the

contracting officer will determine the course of action to be taken.

### **C3.2 Equipment**

C3.2.1 In addition to the static physical inspection of the aircraft, and at the option of the Government, in-flight dynamic testing of aircraft systems may be required. Any such in-flight testing, which may be conducted in conjunction with pilot evaluation flight(s), shall be performed at no cost to the Government.

C3.2.2 Fuel servicing vehicle(s), fuel cache(s) and other equipment shall be inspected to assure compliance with contract specifications.

C3.2.3 Other Auxiliary Equipment. Net-guns, Tranquilizer Guns, Capture Nets, etc. will be inspected for general condition, availability and compliance with the Minimum Equipment List for Full Service Contractor for Darting and Net-gunning requirement identified in Section B Attachment B8.10.

### **C3.3 Personnel**

C3.3.1 Only those individuals whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract.

C3.3.2 DOI identified special use flight activities are contemplated to occur under this contract. Prior to COTR approval and use under the contract, pilots are required to have satisfactorily completed a DOI AMD initial and/or periodic flight evaluation(s) for the special use flight activities contemplated under the Program Items identified in Section A. The satisfactory completion of any evaluation flight will not substitute for any of the total flight hour requirements listed in this contract. Upon request, the COTR's office will provide detailed information concerning the types and frequency of special use pilot flight evaluations.

C3.3.3 A pilot evaluation flight shall be conducted when determined necessary by the COTR to further verify the pilot(s)' ability to perform on this contract. The aircraft used for any evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. The determination as to the ability of the pilot(s), through an evaluation flight, to successfully meet the requirements of this contract will rest with the Government.

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C3.3.3.1 Pilot evaluation flights for ACETA activities, darting, trapping, herding, net gunning and drive-netting activities are accomplished only during actual use with a live animal(s). Pilot(s) that have not completed a satisfactory DOI AMD flight evaluation for these activities within the preceding three-year period from the date of their last evaluation will be required to do so at the Contractor's expense. The evaluation flights will normally be scheduled in conjunction with a using bureau for accomplishment during the first day of a project before actual work begins. If the inspector finds any deficiencies, in Airmanship or areas that are mission specific for the contract, during the check ride, it is at the discretion of the inspector to give additional attention to those areas.

C3.3.4 Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the fuel servicing vehicle.

### **C3.4 Substitute Personnel, Aircraft or Equipment**

C3.4.1 Inspection of additional personnel, aircraft or equipment shall be requested in writing by the Contractor 14 days prior to the scheduled need. The Government may semi-annually inspect additional personnel and/or equipment at no cost to the Contractor. Otherwise, the CO may charge the cost of such inspection as described below.

C3.4.2 Pilots who are exchanged or replaced after the initial pilot(s) approval, may be subject to up to three hours each of training or orientation flight time at Contractor's expense. (This flight is in addition to any pilot evaluation flight that is needed.)

### **C3.5 Re-inspection Expenses**

C3.5.1 The Contractor shall be liable for all Government incurred costs as discussed below associated with re-inspections or additional inspections except as provided above. Inspection expenses may be deducted from payments due the Contractor or through other methods.

C3.5.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C3.5.2.1 Inspector Time. \$75.00 per hour, per inspector for all hours including travel time required to re-inspect aircraft, personnel or equipment for contract compliance.

C3.5.2.2 Transportation and Subsistence. Actual cost for required inspector(s).

C3.5.2.3 Other actual costs incurred by inspector(s) which are associated with the re-inspection.

C3.5.2.4 Government user time associated with any required inspections. Costs will be based upon actual employee time and hourly salary expense incurred by the Government.

### **C4. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)**

(a) The Contractor shall comply with agency personal identity certification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

#### **C4.1 Contractor Personnel Security Requirements**

C4.1.1 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.

C4.1.2 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 Federal controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and must display it at all times during contract performance when accessing a Federal controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

### **C5. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment

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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 shall maintain as a minimum, aircraft insurance coverage as required by CFR Title 14, Part 205 during performance under this contract.

Contractors awarded Program Items 2 and 3, will be required to provide a copy of their insurance indicating that the Contractor insurance is valid while performing capture operations as identified in Program Item 2 and 3.

**C7. RESERVED**

**C8. AUTHORITY OF GOVERNMENT REPRESENTATIVES**

**C8.1 Contracting Officer (CO)**

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized under any circumstances to:

C8.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C8.1.2 Obligate, in any way, the payment of money by the Government.

C8.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C8.1.4 Terminate, for any cause, the Contractor's right to proceed.

**C8.2 Contracting Officer's Technical Representative (COTR)**

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

This contract will have two COTRs, which are responsible for DOI aircraft and personnel inspections within their assigned area of responsibility as defined by AMD. COTRs are:

**Western Regional Office**

Mr. Gary Kunz

**CONFORMED CONTRACT MASTER**

DOI – Aviation Management  
West Area Office  
2741 Airport Way  
Boise, Idaho 83705

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

**Eastern Area Office**

Mr. Stew Walker  
DOI – Aviation Management  
East Area Office  
3190 NE Expressway, Suite 110  
Atlanta, Georgia 30341-5323

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

The DOI – Aviation Management Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The Safety Manager is:

Mr. Robert Galloway  
DOI – Aviation Management  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991

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

C8.3 The nature of the services expected under this contract(s) will be to support a variety of DOI users and IDFG within the lower 48 United States. The primary area of projects is anticipated to be in the 11 Western United States. No CO designation of Contracting Officer's Representative (COR) or Project Inspector (PI) will be utilized under the contract(s) awarded.

C8.3.1 A bureau representative will be identified at the time a Contractor is selected for a project. This individual will be a contact point concerning the specific project and is authorized to take any or all actions with respect to administrative functions related to the project. Such items will include:

1. Confirm the project start date/time and the daily schedule.
2. Provide bureau information specific to project to be accomplished.
3. Monitor contract performance to assure performance conforms to the terms and conditions of the contract.
4. Assure completion and submission of the AMD-23, Aircraft Use Report and invoices for payment are accomplished in a timely manner.

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## SECTION C – TERMS AND CONDITIONS

5. Complete an evaluation on Contractor performance for the project accomplished and return it to the Government contracting office.

### ADMINISTRATIVE MATTERS

#### C9. PERSONNEL CONDUCT

##### C9.1 Replacement of Contractor Personnel

C10.1.1 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.

C9.1.2 The Contractor shall 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.

C9.1.3 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 shall replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability shall be at the sole discretion of the CO.

##### C9.2 Suspension of Pilot

C9.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C9.2.2 Upon involvement in an Aircraft Accident or 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.

C9.2.3 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.

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C9.2.4 When requested, a suspended pilot shall 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.

#### C10. SAFETY AND ACCIDENT PREVENTION

C10.1 The Contractor shall 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 ASM.

C10.1.1 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.

C10.2 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 shall fully cooperate with the CO during this evaluation.

C10.3 The Contractor shall develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C10.3.1 Examples of such programs are 1) personnel activities, 2) maintenance, 3) safety and 4) compliance with regulations.

#### C11. MISHAPS

##### C11.1 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

C11.1.1 **Aircraft Accident.** See 49 CFR Part 830.

C11.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C11.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

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C11.1.4 **Fatal Injury.** See 49 CFR Part 830.

C11.1.5 **Incident.** See 49 CFR Part 830.

C11.1.6 **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.

C11.1.7 **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.

C11.1.8 **Operator.** See 49 CFR Part 830.

C11.1.9 **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).

C11.1.10 **Serious Injury.** See 49 CFR Part 830.

C11.1.11 **Substantial Damage.** See 49 CFR Part 830.

### C11.2 Mishap Reporting

The Contractor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the NTSB and the agency ASO when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C11.2.1 The ASO shall immediately be notified when an "Incident with Potential" occurs.

C11.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

### C11.3 Forms Submission

C11.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the agency ASO with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C11.3.2 The Contractor shall submit a "SafeCom" to the agency ASM within 5 day upon the occurrence of any  
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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".

### C11.4 Pilot Suspension

See C9.2 contained herein.

### C11.5 Preservation Requirements

C11.5.1 The Contractor shall 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. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

C11.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C11.6 Mishap Investigations

C11.6.1 The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract.

C11.6.2 Following a mishap, the Contractor will ensure that personnel (pilots, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO or their designated representative. Further, the Contractor fully agrees to cooperate with the agency during an investigation and make available personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency.

### C11.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency 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.

### C11.8 Rescue and Salvage Responsibilities

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a

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## SECTION C – TERMS AND CONDITIONS

Government employee shall be the responsibility of the Contractor.

### **BILLING OFFICE AND INVOICE SUBMISSION**

#### **C12 Designated Agency Office and Payment Office**

C12.1 The office identified in Block 18a of the SF 1449 is the office designated by the contract to first receive and review invoices. This office is also the office issuing payments. It is the Contractor's responsibility to submit invoices to the identified office.

C12.2 The Contractor may submit invoices every two weeks beginning from the first day services begin or upon conclusion of a project. Services provided shall be shown on a daily basis.

#### **C13. AIRCRAFT USE REPORT**

An Aircraft Use Report, AMD-23 Form shall be completed and signed by both the Contractor, or Contractor's representative and the Government. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. At the election of the Contractor, the completed and signed Aircraft Use Reports may be used as the Contractor's invoice.

#### **C14. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES**

C14.1 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.

C14.1.1 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.

C14.1.2 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)

C14.2 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.

C14.3 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.

C14.4 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.

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C14.5 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.

C14.5.1 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>

### **C15. ECONOMIC PRICE ADJUSTMENT - FUEL**

C15.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C15.2 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.

C15.3 **Base Price.** The base price of fuel will be the average of the full service commercial price obtained by the Government for jet fuel or aviation gasoline (whichever is appropriate) at the following locations:

Blue's Aviation Svc. San Bernardino, CA 909-382-0101  
Cutter Flying Service, Albuquerque, NM 505-842-4184  
Premier Aviation, Tucson, AZ 520-889-6327  
Sphere One Av. Cedar City, UT 435-586-4504  
Western Aircraft, Boise, ID, 208-338-1800  
Edwards Jet Center, Billings, MT, 406-252-0805  
West Star Aviation, Grand Junction, CO, 970-243-7500  
Jet West, Reno, NV, 775-825-6400  
Wings of Wenatchee, Wenatchee, WA, 509-886-0233

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

C15.4 **Reference Price.** The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same sources as the base price. The reference price will become the base price for the subsequent adjustment.

C15.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown on the Table in Section A.

C15.5.1 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price will apply to flight time occurring after receipt of said notice.

### **CONTRACT PERIOD AND RENEWAL**

#### **C16 Contract Period**

C16.1 The contract period will be from date of award through June 30, 2010, unless otherwise extended as allowed herein.

C16.2 Renewal. This solicitation requirement includes two one-year options.

#### **C17 Option to Extend Services (52.217-8, Nov 1999)**

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

#### **C17.1 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 three years, 3 months.

#### **C18 Orders for Service**

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C18.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders. However, failure of a Contractor to have equipment and/or personnel available and approved, as specified for use, may result in termination of the contract.

C18.2 Orders for service will be placed by the Government as needs become known. DOI bureaus and and IDFG may place orders for service requiring use of only the helicopter and pilot on the basis of the established contract pricing. All other orders shall be placed by an AMD CO. The ordering office will be responsible for conducting, documenting in writing, and submitting to the CO, individual project cost comparisons and selection rationale for orders they place. The Contractor shall immediately contact the AMD CO if contacted for a project to be accomplished on a *per animal basis* and no modification has been issued to their contract. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If none of the Contractors awarded a contract are available or capable of performing a specific project or if found to be cost prohibitive, AMD reserves the right to utilize other sources to accomplish the project.

C18.3 Orders for service under this contract will be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's individual project requirements. The Government will make its selection for a project based upon familiarity with the work to be done, past performance, aircraft capability and price. Total cost to the Government (to include mobilization and demobilization costs from the Contractor's operating base location and the project location as well as any other probable cost to the Government) will be substantial factors used in determining Contractor selection.

C18.4 Pricing offered under Section A will remain in effect for the duration of this contract. No changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, per animal pricing, etc.). The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO.

C18.5 Pricing not established under Section A (i.e. per animal). Based upon requests from DOI bureaus the AMD CO will solicit specific pricing for a project to be paid on a basis other than a flight rate from Contractors who are awarded the applicable item. No work shall be done using

this option until a modification has been issued to the successful Contractor's contract.

C18.6 Individual project orders placed under this contract are subject to cancellation by either party at no cost upon 72-hour advance notice prior to the project, unless a longer period is agreed upon in writing.

C18.7 Projects that are cancelled before completion because of excessive animal mortalities will result in payment for actual services provided and no minimum guarantee will be paid. If a mortality rate will apply to a project, it will be made known at the time of Contractor selection for the project.

### **C19 Daily Availability Requirements**

C19.1 Upon commencement of a project, the aircraft shall be at the exclusive use and control of the Government 24 hours per day until released. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

C19.2 A project's period of use shall extend for the number of day(s) from the time project services begin, and end when released by the Government to include days in which mobilization and demobilization occur.

C19.3 The Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled during an order. Pre- and post-flight activities shall be accomplished within the 14-hour duty day. Routine maintenance shall be performed before or after the scheduled 14-hour period or as permitted elsewhere in the contract.

C19.4 The Government will schedule daily operations with the pilot. The Contractor's personnel shall provide service as directed by the Government and within their specific duty/flight limitations.

C19.5 Unavailability. Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the on site Government project contact that services are once again available.

C19.6 Extended Standby. Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first **nine** hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended

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standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

### **MEASUREMENT AND PAYMENT**

Payment will be made only when services have been ordered, accepted, and provided under this contract.

#### **C20 Daily Availability**

C20.1 Availability of service during the established project period is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions to the guarantee, and payment of extended availability if applicable.

C20.2 Whenever service is unavailable, the minimum guarantee as specified below will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that results in the loss three or more hours of availability.

C20.3 Extended standby time shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B. Payment for extended standby will be made at the rates set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

#### **C21 Flight Time**

C21.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C21.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C21.3 **Flight Time Guarantee.** The Government will pay the Contractor a flight guarantee when documented on the invoice. Payment will be made, by project, for the greater of (a) actual flight time, or (b) a total guarantee determined by multiplying the number of project days (to

include mobilization and demobilization) of ordered service by three (3) hours per day.

C21.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C21.3.2 Guaranteed flight time due should be billed upon conclusion of the project. A line entry should show the flight time due, indicating GT as a pay item. Payment will be made at the flight rate specified in Section A.

C21.4 Flights Associated with Inspection. Flight time associated with AMD (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C21.5 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

#### **C22 Additional Pay Items**

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C22.1 **Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when assigned to an alternate base away from the contractors operating base location identified in Section A.

C22.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or 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 methods listed below:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUD-

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ING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

- (ii) 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 shall be submitted with the invoice.

C22.1.2 The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C22.1.3 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C22.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated in C22.1.1 of this clause. Current rates established by the FTR are:

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Meals and Incidental Expense: \$39.00

Lodging: \$70.00

### High Rate

See Internet site <http://policyworks.gov> - select Per Diem Rates

C22.2 **Fuel Servicing Vehicle Mileage.** The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

C22.2.1 **If specifically ordered by the Government and furnished by the Contractor, mileage for a fuel servicing vehicle that has greater fuel capacity capability than 8 hours for the aircraft make/model to be used will be paid at the additional rate(s) set forth in Section A based upon the vehicle fuel capacity. Larger fuel capacity vehicles provided at the Contractor's election and not specifically ordered by the Government will be paid mileage at the rate for a 0-349 gallon vehicle as priced in Section A.** The invoice for payment shall denote when the Government requested a larger capacity vehicle and it was provided.

Note: The Contractor's invoice for payment and AMD-23 form should specifically note the fuel vehicle's fuel

capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$ .95 per mile. (No payment will be made for other contractor utilized support vehicles)

C22.3 **Contractor Miscellaneous Costs.** Miscellaneous unforeseeable costs not recovered through the contract payments rates and are the direct result of ordered services away from the Contractor's operating base location may be paid at actual costs when authorized in advance by the Government user. Examples of such items are airport landing fees, airport use costs (tie-downs) truck permits at ports-of-entry. A paid itemized invoice shall support any cost in excess of \$75.00.

C22.4 **Price Per-Animal Captured by Net Gun.** (Applicable to fully Contractor provided services that are paid on a flight rate basis only). The Contractor will be paid the rate specified in Section A for each animal captured by net gun and delivered and/or processed as required for the project. The animal must be alive or accepted by the project contact representative in order to qualify for this rate. This price is in addition to actual flight time payment.

C22.5 **Helicopter Trailing.** (Applicable to Contractors offering helicopter trailing capability). For purposes of determining order placement mobilization/demobilization pricing, the Government will consider helicopter trailing items, when offered, over flight time when the Government's project base is over 300 road miles from the Contractor's identified operating base/location. For projects located under 300 road miles mobilization/demobilization will be computed with flight time even though contractor will actually be trailing helicopter.

C22.5.1 The Contractor may ferry the helicopter in lieu of trailing, however, payment for ferry will not exceed what would have been incurred to trailer the helicopter.

C22.5.2 The lump sum amount specified in Section A will be paid each time the Contractor must load & unload the helicopter from the trailer. (Typically trailing would be 2 – load & unloads for a project, with each (load & unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at Contractor's base and remove at Government project site; this is one load & unload and payment would be made for the lump sum amount AND at end of project, load helicopter and trailer to Contractor's operating base and unload; this is the second load & unload and payment would be made for the lump sum amount.)

C22.5.3 Actual trailing mileage will be paid at the trailing mileage rate offered in Section A. The trailing mileage rate is used only when the helicopter is actually

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trailed and is in lieu of the fuel vehicle mileage rate established for projects.

**C23 Government Miscellaneous Charges**

Miscellaneous charges for goods or services furnished by the Government, on behalf of the Contractor, will be deducted from amounts due under the contract.

**C24 Additional Personnel**

C24.1 Additional Net or Dart Gunner. If an additional gunner is **ordered** to support a capture project, the Contractor will be paid the appropriate daily rate specified in Section A.

C24.2 Additional Animal Handler. If additional animal handler(s) are **ordered** to support a project, the Contractor will be paid the daily rate specified in Section A for each additional person. If the Contractor is providing handlers for the project, it is the Contractor's responsibility to assure an adequate number of handler(s) will be provided for the animal species to be captured. The Government reserves the right to identify a reasonable number of handlers that should be needed and subsequently paid for any given capture project.

C24.3 Veterinary Service. If ordered specifically for a project, the Contractor will be paid the daily rate specified in Section A for the services of a licensed veterinary.

**C25. ADDITIONAL AIRCRAFT**

If the Contractor obtains additional aircraft of the same make and model, as those for which award was made, those aircraft may be added to the contract at the Government's option at the same price as aircraft originally offered. Such additions would be done only if determined to be advantageous to the needs of the DOI programs.

**C26. ATTACHMENTS  
EXHIBITS TO THIS SECTION**

The following attachments/exhibits are enclosed and made part of this solicitation.

Section B

**CONFORMED CONTRACT MASTER**

- B.1 Helicopter Fuel Consumption and Weight Reduction Chart
- B.2 First Aid and Survival Kits
- B.3 Standard Interagency Load Calculation Method and Form
- B.4 Helicopter Like Makes and Models
- B.5 Drawing FS/AMD 15-1: Adapter for King LPH/EPA Series
- B.6 Drawing FS/AMD A-17: Wiring Diagram for AUX-FM Connector

**SOLICITATION NO. 8009-36**

**SECTION C – TERMS AND CONDITIONS**

- B.7 Acceptable Paint Schemes
- B.8 Helicopter Synthetic Longline Requirements
- B.9. Unacceptable aircraft Lap Belt and Shoulder Harness  
Conditions
- B.10 Capture Support Minimum Equipment List for Full Service  
Contractor for Darting and Net Gunning

Section C

- C1 Statement of Equivalent Rates for Federal Hires
- C2 Department of Labor Wage Determination Information

ATTACHMENT B.1

**HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART**

		<b>Fuel Consumption</b>	<b>Load Calculation</b>
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
<b>EUROCOPTER</b>	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
<b>BELL</b>	-----	-----	-----
	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390

**CONFORMED CONTRACT MASTER**

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**SECTION C – TERMS AND CONDITIONS**

	412HP	110	390
<b>MD</b>	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
<b>HILLER</b>	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
<b>SIKORSKY</b>	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A

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

12/01

**FIRST AID AND SURVIVAL KITS**

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

**Minimum First Aid Kit Items**

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

Item	Passenger Seats	Passenger Seats
	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	

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

**Minimum Aircraft Survival Kit Items**

- Knife
- Signal mirror
- Laser rescue light
- Matches (two small boxes in waterproof containers)
- Space blanket (one per occupant)
- Water (one quart per occupant: not required when operating over areas with adequate drinking water)
- Food (two days' emergency rations per occupant, with a caloric value of 1,000 calories per day).
- Candles
- Water purification tablets
- Collapsible water bag
- Whistle
- Magnesium fire starter
- Nylon rope or parachute cord (50 feet)
- If the aircraft is not equipped with an approved Automated Flight Following (AFF) system, then the Contractor must furnish 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

**SECTION C – TERMS AND CONDITIONS**

ATTACHMENT B.3

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

GENERAL INSTRUCTION

Complete a load calculation for all flights. For repetitive flights, one calculation is valid between like point of similar evaluations as long as loads do not exceed that authorized by the calculation for the initial flight, and weather conditions do not change.

SPECIFIC INSTRUCTIONS

Pilot completes Items 1 through 13. Helicopter Foreman or Officer completes the balance of the form.

ITEM

- 1 DEPARTURE BASE -- Read altimeter when set to 29.92.
- 2 DESTINATION BASE -- Use MSL/Elevation.
- 3 HELICOPTER EQUIPPED WEIGHT -- Empty weight of A/C + weight of accessories required for mission + weight of oil.
- 4 FLIGHT CREW WEIGHT -- Weight of pilot (and any additional crew members) + their personal gear.
- 5 FUEL -- AvGas = 6.0 lbs./gal.  
-- Jet Fuel (JP) = 7.0 lbs./gal.
- 6 OPERATING WEIGHT -- Add Items 3, 4 and 5.
- 7 COMPUTED GROSS WEIGHT -- Obtain weight from A/C Hover-in-Ground-Effect (HIGE) Chart using External Load Chart if available. Sling load missions and adverse terrain or adverse weather, etc., flights will be computed from A/C Hover-Out-of-Ground-Effect (HOGE) Charts.
- 8 WEIGHT REDUCTION -- Enter applicable weight reduction for helicopter model as shown on Weight Reduction Chart.
- 9 ADJUSTED WEIGHT -- 7 minus 8.
- 10 TAKEOFF AND LANDING LIMITS -- Enter applicable Takeoff and Landing Weight Limit as found in LIMITATIONS section of Handbook.
- 11 SELECTED WEIGHT -- If line 9 is greater than line 10, line 9 may be used for JETTISONABLE loads. However, the lowest weight, line 9 or 10, will be used for NONJETTISONABLE loads.
- 12 OPERATING WEIGHT -- Item 6.
- 13 ALLOWABLE LOAD -- The maximum allowable weight (passenger and/or cargo) that can be carried for the mission.
- 14 PASSENGERS AND/OR CARGO -- Enter passenger weight and/or type and weights of cargo. Manifest all passengers by name for each flight.
- 15 ACTUAL PAYLOAD -- Total of all weights listed in Item 14.
- 16 ACTUAL GROSS WEIGHT -- The total of weights in Items 12 and 15.

**CONFORMED CONTRACT MASTER**

U.S. DEPARTMENT OF THE INTERIOR HELICOPTER LOAD CALCULATION		HELICOPTER MODEL _____ NO. _____
Pilot	Project	Date
		Time
1.	Departure Base	Pressure ALT Temperature
2.	Destination Base	Pressure ALT Temperature
3.	Helicopter Equipped Weight	
4.	Flight Crew Weight	
5.	Fuels (Gals. X lbs.)	
5.	Operating Weight	IGE      OGE
7.	Computed Gross Weight	
8.	Fixed Weight Reduction	
9.	Adjusted Weight (7 Minus 8)	
10.	Takeoff/Landing Limits (Handbook Limitations Section)	
11.	Selected Weight (Lowest of (9 or 10 for Nonjettisonable)	
12.	Operating Weight (line 6)	
13.	Allowable Payload	
14.	Passengers and/or Cargo (Names)	(Weight)
15. Actual Payload		
16. Actual Gross Weight (12 Plus 15) (Must Not Exceed Line 11)		
Pilot	Foreman	

**SOLICITATION NO. 8009-36**

**SECTION C – TERMS AND CONDITIONS**

AMD 67 (02/81)

**SECTION C – TERMS AND CONDITIONS**

ATTACHMENT B.4

<b>Helicopter Like Makes and Models For Exclusive Use Contracts</b>	
<i>Make</i>	<i>Model</i>
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B, series
Bell	206L series
Bell	212, 412,
MD	369 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

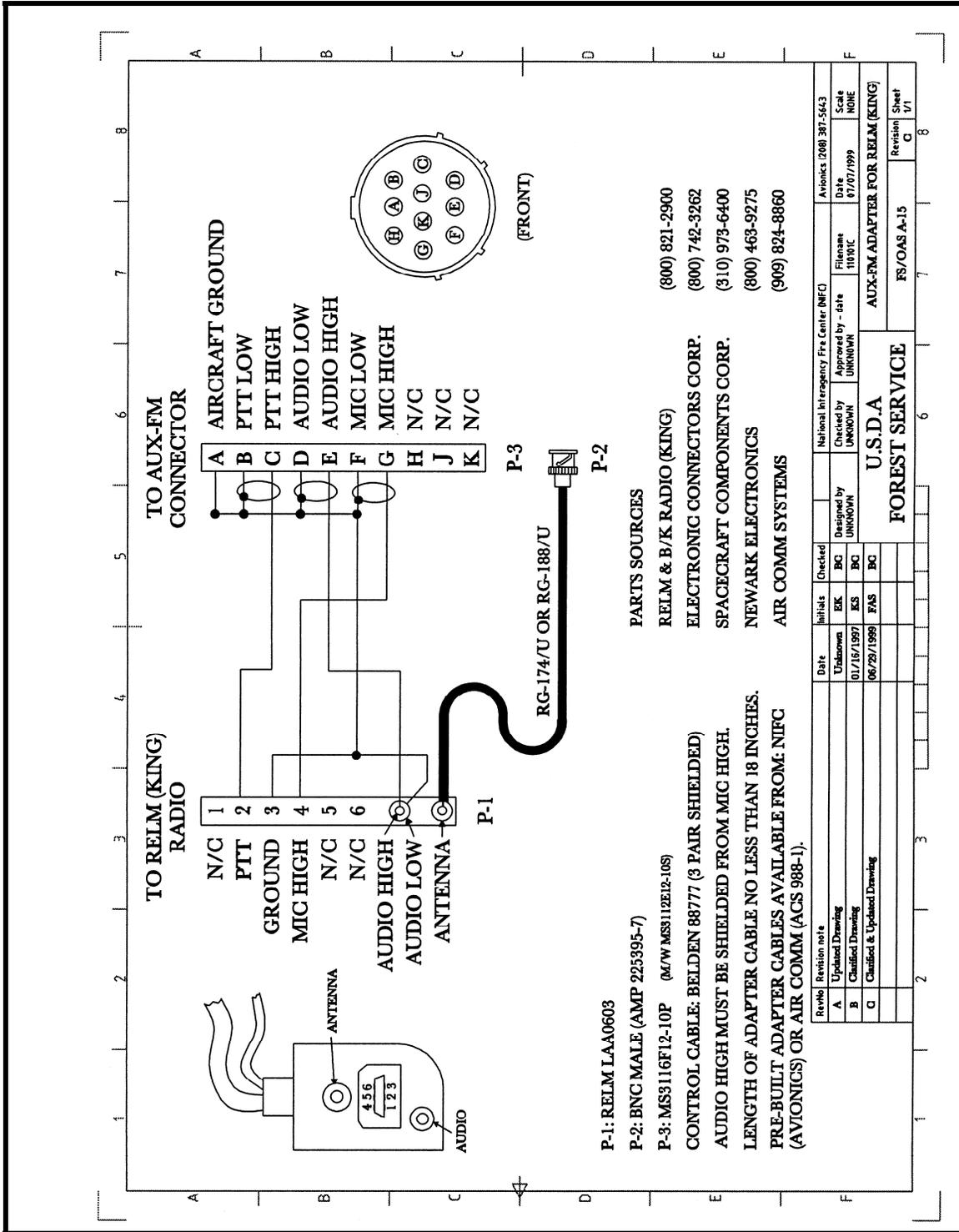
This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

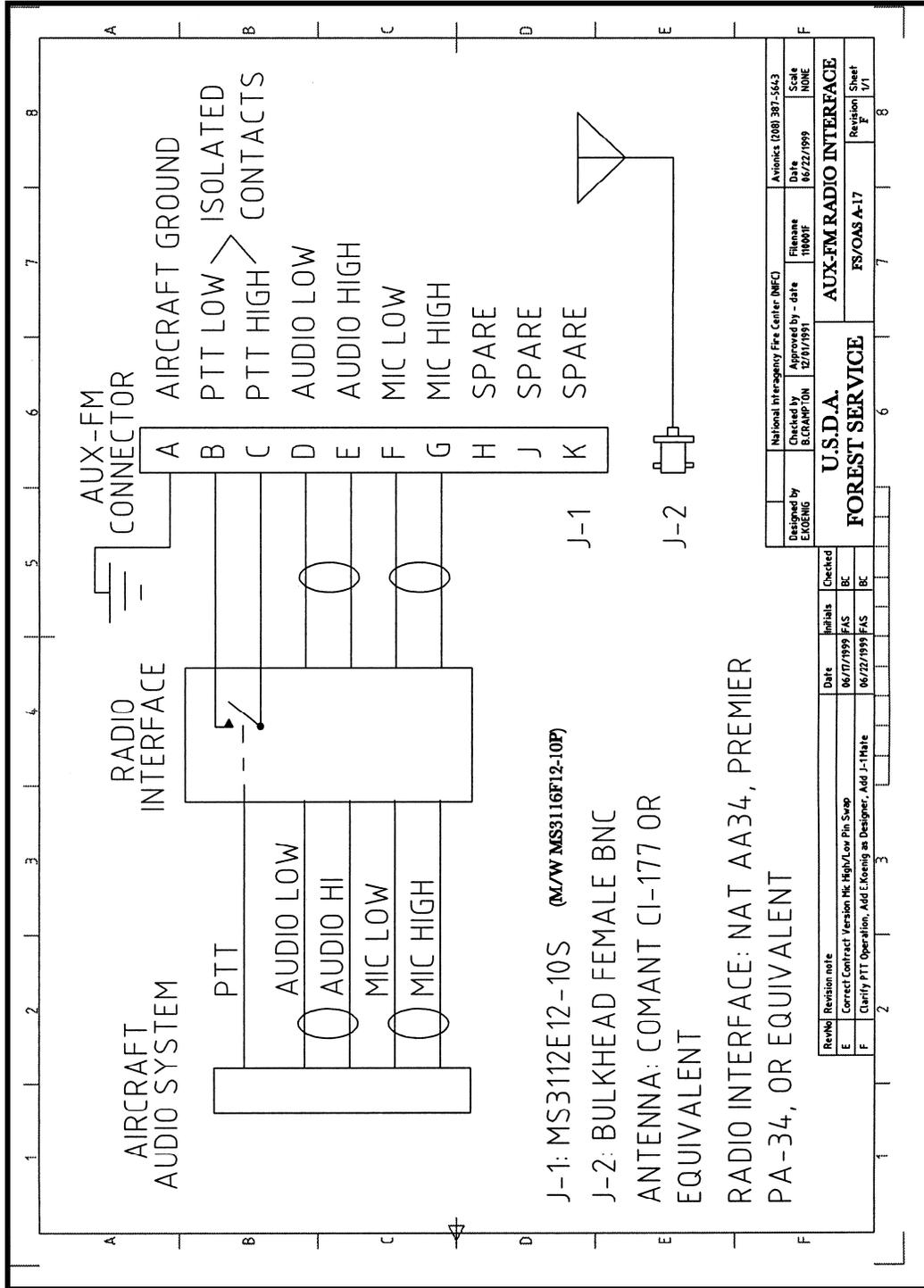
Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

SECTION C – TERMS AND CONDITIONS

ATTACHMENT B.5  
DRAWING FS/AMD A-15



AUXILIARY FM RADIO INTERFACE



**SECTION C – TERMS AND CONDITIONS**

ATTACHMENT B.7

**Acceptable Paint Schemes**

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

<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>HUB</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>
<b>1/6</b>	<b>1/6</b>	<b>1/6</b>	<b>1/3</b>	<b>1/6</b>		<b>1/6</b>	<b>1/3</b>	<b>1/6</b>	<b>1/6</b>	<b>1/6</b>

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

## Helicopter Synthetic Longline Requirements

### 1. Material Type

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

**2. Rope Diameter:** Minimum rope diameter shall be ½-inch.

### 3. Working or Rated Load

The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1:	8,000 lb to 30,000 lb or greater
Type 2:	1,600 lb to 4,500 lb
Type 3:	750 lb to 1,600 lb

### 4. Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

### 5. Knots and Splices

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good condition and the new splice is done per the manufacturer’s recommended splicing practices. Splices should always follow the manufacturer’s recommended splicing practices.

### 6. Protective Coatings and Covers

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell “sleeve” covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Manufacturer’s recommended maintenance and inspection procedures shall be complied with.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

ATTACHMENT B.9

**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**

ATTACHMENT B.10

**Capture Support Minimum Equipment List for Full Service Contractor  
for Darting and Net Gunning: Items 3A and 4A**

**Darting: (Chemical Immobilization)**

1	Dart gun and appropriate charges
6	Blindfolds * <b>(Deer, Sheep)</b>
4	Blindfolds * <b>(Elk size)</b>
6 pair	Leg restraints/belt-type material at least 1 ¼" wide and 40" min. in length. Adjustable in 1" increments.
4	Transport equipment capable of transporting single animals of the Deer/Sheep size**

\* Blindfold must be designed to protect the animal’s eyes and not restrict the animal’s airway. They must be easily applied and removed and must be designed to be secured behind the animal’s ears.

\*\* Transport equipment must transport the animal in an upright manner, which supports the animal’s weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities!**

**Net Gunning:**

1	Net Gun with appropriate barrels and blanks
12	Nets/Small for small animals (7" mesh) such as Deer, Sheep etc.
12	Canisters designed for small nets
6	Nets/Large for large animals (9" mesh) such as Elk, Moose etc.
6	Canisters designed for large nets
6	Blindfolds * <b>(Deer, Sheep)</b>
4	Blindfolds * <b>(Elk size)</b>
6 pair	Leg restraints/Belt-type material at least 1 ¼" wide and 40" min. in length. Adjustable in 1" increments.
4	Transport equipment capable of transporting single animals of the Deer/Sheep size**

\* Blindfold must be designed to protect the animal’s eyes and not restrict the animal’s airway. They must be easily applied and removed and must be designed to be secured behind the animal’s ears.

\*\* Transport equipment must transport the animal in an upright manner, which supports the animal’s weight without using the animal as part of the lifting system. **Note: Animals will not be transported by their extremities!**



SECTION C – CONTRACT TERMS AND CONDITIONS

ATTACHMENT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

DOL WAGE DETERMINATION NO. 1995-0222, REV. 27 DATED 02/06/09

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$24.36

DOL WAGE DETERMINATION NO. 1995-0221, REV. 21 DATED 03/30/09

[ ]Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$12.47
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.66
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.42

[ ]Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.25
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.08
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.83

[ ]Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.48
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.17
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$15.78

[ ]Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$9.88
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.69
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.72

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

- \*Straight truck, under 1 1/2 tons, usually 4 wheels
\*\*Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels
\*\*\*Straight truck, over 4 tons, usually 10 wheels

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

**WD 1995-0222 Rev. 27 and WD 1995-0221 Rev. 21**

- 1. Health & Welfare: \$3.24 per hour or \$129.60 per week or \$561.60 per month
- 2. Holidays: Minimum of ten paid holidays per year: New Year’s Day, Martin Luther King Jr’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**WD 1995-0222 Rev. 27**

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

**WD 1995-0221 Rev. 21**

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

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

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