



## AIRCRAFT RENTAL AGREEMENT

### U.S. DEPARTMENT OF THE INTERIOR AVIATION MANAGEMENT

#### For Contract Questions Call:

L-48 States Contracting Officer – 208-433-5023

Alaska and Hawaii Contracting Officer – 907-271-6854



#### For Flight Coordination or Technical Questions Call:

AM Western Regional Office  
University Plaza, Suite 300  
960 Broadway Avenue  
Boise, Idaho 83706-3670  
Phone: 208-334-9310  
Fax: 208-334-9303  
Phoenix AZ: 623-879-0589

AM Eastern Regional Office  
3190 N.E. Expressway, Suite 110  
Atlanta, Georgia 30341-5323  
Phone: 770-458-7474/2055  
Fax: 770-458-6677

AM Alaska Regional Office  
4405 Lear Court  
Anchorage, Alaska 99502-1032  
Phone: 907-271-3935/6032  
Fax: 907-271-4788

Use under this agreement may not take place until the Contracting Officer has accepted and signed the agreement and the Regional Office has approved the aircraft and pilot for this mission. Your attention to ensure a complete submission of the requested items will expedite the acceptance of your agreement.

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PAGE 1 OF 83

2. CONTRACT NO.      3. AWARD/EFFECTIVE DATE      4. ORDER NUMBER      5. SOLICITATION NUMBER D11PS30354      6. SOLICITATION ISSUE DATE 09/15/2011

**7. FOR SOLICITATION INFORMATION CALL:**  
 a. NAME John MacBride      b. TELEPHONE NUMBER (No collect calls) (208) 433-5023 ext.      8. OFFER DUE DATE/ LOCAL TIME 10/25/2011 2:00 pm

9. ISSUED BY      CODE 00080  
 NBC, ACQUISITION SERVICES DIVISION, BOISE BRANCH  
 300 E. MALLARD DR., STE 200  
 BOISE, ID 83706-3991  
 TEL: (208) 433-5020 ext.  
 FAX: (208) 433-5030 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 100.00% FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 481211  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING

12. DISCOUNT TERMS  
 10 days %  
 20 days %  
 30 days %  
 days %

14. METHOD OF SOLICITATION  
 RFQ       IFB       RFP

15. DELIVER TO      CODE  
**Attn:**

16. ADMINISTERED BY      CODE  
 See Section D3

17a. CONTRACTOR/OFFEROR      CODE      FACILITY CODE

18a. PAYMENT WILL BE MADE BY      CODE  
 See Section C5

TELEPHONE NO.  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section A				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA      26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
 DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR      31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)      30c. DATE SIGNED      31b. NAME OF CONTRACTING OFFICER (Type or print)      31c. DATE SIGNED  
 John G. MacBride

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A - REQUIREMENTS AND PRICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
AMD Aviation Management Directorate  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
ARA Aircraft Rental Agreement  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
AFF Automated Flight Following (USFS flight tracking system)  
BPA Blanket Purchase Agreement  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FCC Flight Coordination Center  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute  
GPS global positioning system  
HIGE hover-in-ground effect  
HOGE hover-out-of-ground effect  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
ISAT Iridium Satellite Aircraft Tracking  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSD plastic sphere dispenser  
PSI pounds per square inch

PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## AIRPLANE RENTAL AGREEMENT PRICE LIST

**U.S. Dept. of Interior Acquisition Offices:**  
**1. Aviation Management - Boise Acquisition Office (Lower 48 States)**  
 300 E. Mallard Drive – Suite 200  
 Boise, ID 83706-3991  
 208-433-5023 Phone/208-433-5030 Fax  
**2. Aviation Management - Alaska Acquisition Office (Alaska)**  
 4405 Lear Court  
 Anchorage, AK 99502-1032  
 907-271-6854/5021 Phone/907-271-6446 Fax



**AGREEMENT NO.**

**Contractor Name and Address:**

Telephone No.

After Hours/Cell Phone No.

FAX No.

E-Mail:

**A1. AIRCRAFT INFORMATION** – (This form may be used for multiple airplanes provided the prices and information are the same for each airplane.)

<b>FAA Reg. No.</b>	N		N		N	
	N		N		N	
	N		N		N	

Manufacturer and Model: Operations for Which Approved: VFR  IFR

Passenger Seats Insured (exclude pilot): Single Pilot IFR in accordance with Part 135 (ME or SE Turbine) YES  NO

Aircraft Base of Operations: Additionally Certified Under: Part 121  or 141

**Special Equipment:**  Cargo Doors  Long Range Fuel Tank  FM Programmable Radio ( Narrow -  Wide Band)  GPS  
 Intercom  STOL  Amphibious Floats  Floats  Skis  Wheel Skis  Tundra Tires  Camera Port  
 FLIR  Satellite/Phone# \_\_\_\_\_  ISAT (Iridium Satellite Aircraft Tracking) **NOTE:** Alaska Contractors only: ISAT fees shall be incorporated into your hourly flight rates.  ELT/AFF Enter Type \_\_\_\_\_  Other \_\_\_\_\_

**A2. Rates-Payment computed in accordance with ARA. Prices locked for minimum of one year from date of Contracting Officer signature below**

(1) Rate Per Flight Hour	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
	\$	\$	\$	\$

(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use: Lower 48 States = 3 Hours; Alaska = 4 Hours  
 (Not Applicable to orders/flights less than 24 hours) **See Section A5**

(3) Fuel Cost – Used in Computing Wet Rates Offered Above: \$ \_\_\_\_\_ Per Gallon Consump. Rate: \_\_\_\_\_ GPH

(4) Standby Rate Per Hour for each Aircraft (orders/flights under 24 hours) \$ \_\_\_\_\_

Favorable Standby terms:

(5) Extended Standby (Over 9 hours) - Pilot - \$49.00/hr

(6) Additional Amount Per Flight Hour When Copilot is Requested: \$ \_\_\_\_\_

(7) The Contractor shall be reimbursed for overnight allowances **not to exceed** the amounts set forth in the Civilian Personnel Per Diem Bulletin found at <http://www.gsa.gov>. These rates are subject to change.

\* WITHOUT PILOT (When requested by Government) Evidence of hull insurance to cover Government pilots is required. (Refer to clause C8 )

Contractor certifies the above listed aircraft are under Part 135/121 and that insurance coverage required under this ARA is current.

<b>SIGNATURE OF CONTRACTOR</b>	<b>NAME AND TITLE (Type or Print)</b>	<b>DATE</b>
<b>SIGNATURE OF CONTRACTING OFFICER</b>	<b>NAME AND TITLE (Type or Print)</b>	<b>DATE</b>

**HELICOPTER RENTAL AGREEMENT PRICE LIST**

**U.S. Dept. of Interior Acquisition Offices:**  
**1. Aviation Management - Boise Acquisition Office (Lower 48 States)**  
 300 E. Mallard Drive – Suite 200  
 Boise, ID 83706-3991  
 208-433-5023 Phone/208-433-5030 Fax  
**2. Aviation Management - Alaska Acquisition Office (Alaska)**  
 4405 Lear Court  
 Anchorage, AK 99502-1032  
 907-271-6854/5021 Phone/907-271-6446 Fax



**AGREEMENT NO:**

**Contractor Name and Address:**

Telephone No.

After Hours/Cell Phone No.

FAX No.

E-mail:

**A1. AIRCRAFT INFORMATION** - (This form may be used for multiple helicopters (fleet) provided the prices and information are the same for each helicopter.)

FAA Reg. No.	N		N		N	
	N		N		N	
	N		N		N	

Manufacturer and Model: Operations for Which Approved: VFR  IFR

Passenger Seats Insured (exclude pilot): Certified Under Part 133: YES  NO

Aircraft Base of Operations: Certified Under Part 137: YES  NO

**Special Equipment:**  High Skid Gear  Tundra Pads  Pop-Out Floats  Fixed Floats  Intercom  GPS  Litter Kit  FLIR  
 FM Programmable Radio ( Narrow –  Wide Band)  Longline Equipped  Cargo Racks  Seeding/Fertilizer Bucket  
 Aux Fuel System  Satellite/Phone# \_\_\_\_\_  ISAT (Iridium Satellite Aircraft Tracking) **NOTE:** Alaska Contractors only: ISAT fees shall be incorporated into your hourly flight rates.  ELT/AFF Enter Type \_\_\_\_\_  Other: \_\_\_\_\_

**A2. RATES – PAYMENT COMPUTED IN ACCORDANCE WITH AIRCRAFT RENTAL AGREEMENT. PRICES WILL BE LOCKED IN FOR A MINIMUM OF ONE YEAR FROM DATE OF CONTRACTING OFFICER SIGNATURE BELOW**

(1) Rate Per Flight Hour:	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
	\$	\$	\$	\$

(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use: Lower 48 States = **3** Hours; Alaska = **4** Hours

(3) (**Alaska Only**) Standby Rate Per Hour for each Aircraft (Under 24 hours) \$

Favorable Standby terms:

(4) Additional Amount Per Flight Hour When Copilot is Requested: \$

(5) Extended Standby (Over 9 hours) - Pilot - \$49.00/hr Fuel Servicing Vehicle Driver - \$30.00/hr (Refer to Section A5)

(6) Fuel Cost – Used in Computing Wet Rates Offered Above: \$ Per Gallon Consumption Rate: GPH

(7) Size(s) (tank) of Fuel Service Vehicle Capacity (Gallons) (see Section A for rates):

(8) The Contractor shall be reimbursed for overnight allowances not to exceed the amounts set forth in the Civilian Personnel Per Diem Bulletin found at <http://www.gsa.gov>. These rates are subject to change.

\* WITHOUT PILOT (When requested by Government) Evidence of hull insurance to cover Government pilots is required. (Refer to clause C8 )

The Contractor certifies the above listed aircraft are under Part 135/121 and that insurance coverage required under this ARA is current.

SIGNATURE OF CONTRACTOR	NAME AND TITLE (Type or Print)	DATE
SIGNATURE OF CONTRACTING OFFICER	NAME AND TITLE (Type or Print)	DATE

**SECTION A - REQUIREMENTS AND PRICES**

**A3 AMD-10 and/or AMD-11 pricing form information**

Contractor must complete either an AMD-10 Airplane Agreement Pricing Form or an AMD-11 Helicopter Agreement Pricing Form (AMD-10/11) when submitting a SF 1449 for ARA award. (See A1 and A2 for forms). Once prices are approved, they will be locked in for a minimum of one year from date of Contracting Officer signature on the AMD-10/11, unless approved in advance by the Contracting Officer. Each agreement will be reviewed annually by the Government to determine if a continuing need exists and to ensure contractor information is current.

**A4 Blanket Purchase Agreement Information**

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

For purposes of this agreement, the BPA will be referred to as the Department of the Interior (DOI) Aircraft Rental Agreement (ARA).

**Orders placed against this agreement shall not exceed \$25,000 per ordered project, unless authorized by the Contracting Officer.**

**BLANKET PURCHASE AGREEMENT PERIOD.** The agreement period for each contractor under this Blanket Purchase Agreement period shall be from date of award by the Contracting Officer, using the *Standard Form 1449 Solicitation/Contract Order for Commercial Items (SF 1449)*, until superseded by a new agreement or terminated by either party in writing.

**NOTE: Proposals will be accepted and awarded throughout the solicitation posting period. BPA awards will be issued as proposals are received, reviewed and accepted, however, not all proposals submitted will result in the issuance of an award.**

**A5 Pay Items**

Claims for pay items addressed herein must be documented on the invoice and AMD Aircraft Use Report Form for payment and supported by invoice(s) and/or document(s), as required below. **NOTE: Alaska Contractors. ISAT fees shall be incorporated into the hourly flight rate.**

5.	PAY ITEMS	AMD USE REPORT PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
a.	Flight Time with Contractor Pilot-Wet	FT	INDEFINITE	HOUR	See rates on AMD-10/11
b.	Flight Time with Contractor Pilot-Dry	FD	INDEFINITE	HOUR	See rates on AMD-10/11
c.	Flight Time without Pilot- Wet	FN	INDEFINITE	HOUR	See rates on AMD-10/11
	Flight Time without Pilot- Dry	FND	INDEFINITE	HOUR	See rates on AMD-10/11
d.	Guarantee Due Wet – Helicopters & Fixed Wing – Lower 48 States (See AMD-10/11)	GT	3	HOUR	Maximum Rate Paid = Same as Flight Rate Ordered
e.	Guarantee Due Dry – Helicopters & Fixed Wing – Lower 48 States (See AMD-10/11)	GTD	3	HOUR	Maximum Rate Paid = Same as Flight Rate Ordered
f.	Guarantee Due Dry – Helicopters & Fixed Wing in Alaska Only (See AMD-10/11)	GT	4	HOUR	Maximum Rate Paid = Same as Dry Flight Rate
g.	Guarantee Due Without Pilot – Lower 48 States (See AMD-10/11)	GTN	3	HOUR	Maximum Rate Paid = Same as Flight Rate Ordered
h.	Guarantee Due Without Pilot – Alaska (See AMD-10/11)	GTN	4	HOUR	Maximum Rate Paid = Same as Dry Flight Rate
i.	Standby Per Aircraft – Fixed Wing, See AMD-10 - (Alaska Helicopters See AMD-11)	SB	INDEFINITE	HOUR	See AMD-10 (AMD-11 Alaska Helicopters)
j.	Extended Standby –Pilot	EP	INDEFINITE	HOUR	\$ 49.00
	Co-Pilot (when requested)	CP	INDEFINITE	HOUR	See rates on AMD-10/11
k.	Extended Standby- Fuel Service Vehicle Driver	ET	INDEFINITE	HOUR	\$ 30.00
l.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
m.	Fuel Servicing Vehicle Mileage - Large (based upon truck capacity ordered & provided) Not Applicable when aircraft ordered under dry rate.	SML	INDEFINITE	Mile	750 and higher gal \$ 2.45

**SECTION A - REQUIREMENTS AND PRICES**

n.	Fuel Servicing Vehicle Mileage - Medium (based upon truck capacity ordered & provided) Not Applicable when aircraft ordered under dry rate.	SMM	INDEFINITE	Mile	350-749 gallons \$ 1.83
o.	Fuel Servicing Vehicle Mileage - Small (based upon truck capacity ordered & provided) Not Applicable when aircraft ordered under dry rate.	SMS	INDEFINITE	Mile	0 - 349 gallons \$1.35
p.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
q.	Fuel Charge	FC	INDEFINITE	EACH	Actual Cost

**A6 Supplements (See B22 for full text of Supplements)**

Please check each Special Use Supplement Box below, you want to be *considered* for inspection for use under this ARA.

**NOTE: Checking off supplement boxes below does not guarantee you will be inspected or accepted for these missions. The Government shall determine which of your requested checked items if any may be inspected and carded based on the requirements of the Government.**

- B22.1 Helicopter Class A, B, and C External Load Including Longline
- B22.2 Resource Reconnaissance
- B22.3 Low Level Activities
- B22.4 Helicopter Offshore Platform/Vessel Landings and Extended Over Water
- B22.5 Fuel Servicing Vehicle Equipment Requirements
- B22.6 Airplane Wheel Operations on Unprepared Landing Areas
- B22.7 High Altitude Glacier Operations in Alaska
- B22.8 Rental of Tandem Seat Airplanes in Alaska
- B22.9 Oceanic Survey in Alaska
- B22.10 Aviation Fuel Dispensing Facilities in Alaska

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B: TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Agreement

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

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

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

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

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

##### B2 Certifications

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

B2.1 The Contractor must hold a current Federal Aviation Administration (FAA) Air Carrier and if applicable Operating Certificate. The Contractor's Operations Specifications must authorize operation of the category and class of aircraft and

conditions of flight required to complete missions for the Government.

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

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

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

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

##### B4 Agreements

The Contractor must maintain a copy of their current ARA, applicable supplements, current executed AMD-10/11, Airplane/Helicopter Rental Agreement Price List, and all modifications to this agreement in each aircraft while operating the aircraft for the Government.

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

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

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

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

## SECTION B – TECHNICAL SPECIFICATIONS

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

### B6 Aircraft Equipment Requirements

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

B6.1 Free air temperature gauge.

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

B6.3 Airplanes.

B6.3.1 One set of individual lap belts for each installed seat.

B6.3.2 Shoulder harness and lap belt for front seat occupants. The shoulder strap and lap belt must fasten with a metal-to-metal, quick-release mechanism. Both the lap belt and shoulder strap(s) must release simultaneously with one release mechanism. Single strap shoulder harnesses must cross diagonally from one side of the body to the other. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.3.3 Tandem seat airplanes must have lap belts and double-strap shoulder harnesses for all occupants.

B6.4 Helicopters.

B6.4.1 One set of individual lap belts for each installed seat.

B6.4.2 A 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.

B6.4.3 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. Single strap shoulder harnesses must cross diagonally from one side of the body to the other.

B6.4.4 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.

### B7 Avionics Requirements

B7.1 General.

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI NBC-Aviation Management 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 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter Installations," and Chapter 3, "Antenna Installation."

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

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

B7.3 Communications systems.

Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet requirements of the ARA must also be APCO Project 25 compliant.

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT).

## SECTION B – TECHNICAL SPECIFICATIONS

B7.3.1.1 Airplanes: TSO-C91A or TSO-C126 ELT utilizing a separate ELT antenna external to the fuselage and meeting the requirements of 14 CFR 91.207 (excluding sections e and f) must be installed per the manufacturer's installation manual, in a conspicuous or marked location. A 406 MHz ELT is required unless an Automatic Flight Following (AFF) system (see para B7.3.3) or ISAT system (see B7.3.4 for Alaska only) is installed..

B7.3.1.2 Helicopters: TSO-C91A or TSO-C126 ELT utilizing a separate ELT antenna external to the fuselage and meeting the same requirements specified in 14 CFR 91.207 for airplanes (excluding sections e and f) must be installed per the manufacturer's installation manual in a conspicuous or marked location.

B7.3.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power.

B7.3.3 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. In Alaska, an ISAT system (see para B7.3.4) will satisfy this requirement. 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>.

B7.3.3.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.3.2 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.

B7.3.3.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The

position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.3.3.4 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.

B7.3.3.5 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.

B7.3.3.6 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.

**B7.3.4 (Applicable to operations in the State of Alaska only.)** One Iridium Satellite-Based Aircraft Tracking (ISAT) system is required for all aircraft. Compatibility with the U.S. Government Webtracker AFF system is not required. The system must be capable of monitoring aircraft location at a maximum two minute interval and display a location history (bread crumbs) on an Internet Website which can be accessed by the Contractor and upon request the using Government agency or bureau.

B7.3.4.1 Portable ISAT systems may be used. However, the system must be powered by the aircraft's electrical system, operational in all phases of flight, be mounted so as to not endanger any occupant during periods of turbulence, and have an antenna placement which ensures consistent GPS reception and communication with the Iridium constellation. Any manufacturer-required pilot display(s) or control(s) must be visible and selectable by the pilot(s). Remote equipment having visual indicators must be

## SECTION B – TECHNICAL SPECIFICATIONS

mounted in such a manner that it is visible from the PIC's position.

B7.3.4.2 Operational checks of the unit must be completed before takeoff. If proper tracking cannot be confirmed prior to initial takeoff, the PIC must terminate the mission at the departure airport.

B7.3.4.3 The Contractor must maintain a subscription service for aircraft tracking and position reporting through the equipment provider and must provide, upon request, to a Government agency with the necessary user names and passwords for access to the system. The Contractor is responsible for ensuring position data is captured by the ISAT service provider and must provide location histories of dispatched aircraft to the CO, COTR, or Government agency upon request.

B7.3.4.4 Prior to the aircraft's contract inspection, the Contractor must ensure compliance with all ISAT systems requirements prior to aircraft approval. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must confirm the aircraft's position is being accurately displayed on the system provider's website and the expected unit designation is displayed.

B7.3.4.5 If during the mission the PIC becomes aware that the ISAT has failed, the pilot must notify the flight following center. In the event the PIC determines it is necessary to deviate from the planned route of flight to an alternate/emergency destination, the pilot must notify the flight following center as soon as possible to avoid confusion over the aircraft's position.

B7.3.4.6 In lieu of the ISAT system described above, a Webtracker-compliant Automated Flight Following (AFF) system which meets the AFF requirements of B7.3.3 of this agreement is acceptable.

**IMPORTANT NOTICE:** Future DOI contracts may include a requirement that the ISAT is compatible with the AFF requirements mentioned in B7.3.4.6 above. Current contractual AFF requirements can be found at [www.aff.gov/contract.asp](http://www.aff.gov/contract.asp).

B7.4 Other avionics.

B7.4.1 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot's PTT switch(es) must be mounted on the flight controls (helicopter cyclic or airplane control yoke), with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the

earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

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

B7.4.1.2 Earphone/microphone jacks:

B7.4.1.3 Helicopters: all jacks must be U-92A/U (single/female) type, which must accept U-174/U type plugs.

B7.4.1.4 Airplanes: JJ-033 and JJ-034 jacks must be furnished at each required station.

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

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

### PERSONNEL REQUIREMENTS

#### B8 Pilot Requirements and Authority

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

##### B8.1 General

B8.1.1 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B8.1.2 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers and substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval, or AMD-64B (with supplements if requested), Helicopter Pilot Qualifications and Approval. These forms can be found on the AMD website at <http://amd.nbc.gov>.

B8.1.3 For a pilot who has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's

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flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. The completion of this form will be required prior to pilot inspection.

B8.1.4 This contract may require that pilots meet specific special use eligibility and requirements. Pilots who have not been previously carded for specific special use missions must receive a flight evaluation in accordance with Section C of this contract. The flight evaluation will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B8.1.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM radios, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized.

**B9 Pilot Qualifications (PIC and SIC)**

B9.1 Minimum qualifications, see the supplements in B22 for additional requirements.

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

B9.1.1 An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate with appropriate category, class, and type rating if required.

B9.1.2 Instrument rating or ATP for airplanes.

B9.1.3 A minimum of a current second-class medical certificate issued under provisions of 14 CFR Part 67.

B9.1.4 Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. All pilots must meet the currency requirements of 14 CFR 61.57.

B9.2 Airplane. The PIC must meet flight time requirements of 14 CFR 135 and the following:

B9.2.1	1,500 hours	Total pilot time.
B9.2.2	1,200 hours	PIC airplanes.
B9.2.3	200 hours	PIC multiengine, when applicable.
B9.2.4	25 hours	PIC seaplanes, when applicable.
B9.2.5	250 hours	PIC large airplane when applicable.

		(12,500 pounds certificated gross takeoff weight or more.)
B9.2.5.1	50 hours	PIC in make and model of large aircraft to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.2.6	100 hours	PIC turbo prop airplane, when applicable.
B9.2.6.1	50 hours	PIC in make and model of turbo prop airplane to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.2.7	100 hours	PIC jet airplane, when applicable.
B9.2.7.1	50 hours	PIC in make and model of jet airplane to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
B9.2.8	100 hours	PIC in category, preceding 12 months.

B9.2.9 A formal training course is a pilot course designed to increase the pilot’s proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and AMD accepted. AMD will evaluate each course on a case-by-case basis.

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

B9.3.1	1,500 hours	PIC Helicopter.
B9.3.2	50 hours	PIC in make and model of helicopter. (25 hours if the pilot has completed a factory school and check out for the make and model.) (See the Makes and Models Exhibit.)
B9.3.3	100 hours	in weight class as applicable.
B9.3.4	100 hours	PIC turbine-engine-powered helicopter, when applicable.
B9.3.5	200 hours	PIC reciprocating-engine-powered helicopter, when applicable.
B9.3.6	100 hours	PIC in category, preceding 12 months.
B9.3.7	10 hours	PIC make model and series in the last 12 months.

## SECTION B – TECHNICAL SPECIFICATIONS

### B10 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.

### B11 Flight Crewmembers Duty and Flight Limitations

B11.1 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.

B11.1.1 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.2 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.2 Flight limitations.

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

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

B11.2.3 Pilot flight time computations will be in accordance with 14 CFR Part 1.1.

B11.2.4 Flight crewmembers must be limited to the following flight hour limitations which fall within their duty hour limitations:

B11.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.4.2 When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off (24 hours) for rest, after which a new 6-day cycle must begin. Flight time must not exceed a total of 42 hours in any 6 consecutive days.

B11.2.4.3 A maximum of 10 hours flight time for a flight crew consisting of two pilots (8 hours for fire missions) during any assigned duty period.

B11.2.4.4 When a two-pilot crew acquires 40 or more flight hours in a consecutive 6-day period, the flight crew must be given the following one calendar day off (24 hours) for rest, after which a new 6-day cycle must begin. Flight time must not exceed a total of 50 hours in any 6 consecutive days.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

## OPERATIONS

### B12 Contractor's Reporting and Release Base

B12.1 The Contractor's base of operations must be as stipulated on the AMD-10/11. The Government and the Contractor may agree to a different report/release base(s) at the time an order is placed.

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

### B13 Pilot Authority and Responsibilities

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

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

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

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

B13.3.1 Helicopter. When required by the Government, the pilot must utilize the Standard Interagency Helicopter Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

## SECTION B – TECHNICAL SPECIFICATIONS

B13.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B13.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B13.5.1 The pilot is authorized to perform aircraft maintenance in the Contractor's operational specifications.

B13.5.2 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 hour limitations.

B13.5.3 The pilot must not perform scheduled maintenance, such as 50- and 100-hour inspections.

### B14 Flight Operations

The Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by this agreement or the CO. 14 CFR 121 operators must comply with their approved standards for operations, personnel, equipment, avionics, maintenance, and servicing. The Contractor must ensure that all personnel operate in compliance with the following requirements:

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

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

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT)
- c. First aid kit
- d. Personal protective equipment
- e. Gear and cargo security
- f. Water ditching procedures
- g. Emergency fuel shutoff (helicopter only)
- h. Emergency electrical shutoff (helicopter only)

B14.3 Helicopter dual controls. Dual controls are required for pilot performance evaluations. Light helicopter dual

controls must be removed or deactivated prior to passenger flights. Medium helicopter dual controls may be installed during routine Government use. The pilot must occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed, the pilot must restrict access to the copilot seat. Only the helicopter foreman, manager, or similar crewmember shall be allowed to occupy the copilot seat. The pilot must brief passengers to remain clear of the flight controls at all times. Defined as "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds.

B14.4 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

B14.5 Day/night use. Daylight hours are defined as 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 for a distance of at least one mile.

B14.5.1 Day/night and IFR aircraft use. Single-engine airplanes with reciprocating engines must not be operated into known instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board.

B14.5.2 Single engine helicopters must be limited to flight during daylight hours and under VFR conditions only. Only appropriately certificated multiengine helicopters utilizing a minimum crew complement that includes a second-in-command (SIC) shall be allowed for night flight or flight in IMC.

B14.6 Flight plans. Pilots must file and operate on an FAA, ICAO, or a DOI bureau-approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B14.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in must not exceed one-hour intervals under normal circumstances.

B14.8 Smoking will not be allowed in the aircraft.

B14.9 Pilot must remain at the flight controls while an aircraft engine is operating.

B14.9.1 Helicopter: The pilot must remain at the flight controls while rotors are turning with the following exception. For postflight 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

## SECTION B – TECHNICAL SPECIFICATIONS

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.

### B15 Security of Aircraft and Equipment

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

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

- Keyed 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 security methods are:

- Locking aircraft doors
- Fenced or gated parking area

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

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

B16.1 Personal protective equipment may be required for special use activities. See the supplements (B22).

B16.2 Overwater operations.

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

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

B16.2.3 When performing water takeoffs and landings, all occupants must wear a life preserver.

B16.3 Anti-exposure suits must be worn in all single-engine aircraft and readily available to occupants of multiengine aircraft when conducting overwater flight and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

### B17 Special Permit Authorization for Transportation of Hazardous Materials

B17.1 The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, Department of Transportation (DOT) special permit DOT-SP-9198, and the Department of the Interior (DOI)/U.S. Forest Service *Interagency Aviation Transport of Hazardous Materials Handbook/Guide*. A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this DOT special permit receives required training. The required training is only satisfied by completing the DOI's module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested. Training must be completed every 3 years.

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

### B18 Fuel and Servicing Requirements

B18.1 General.

B18.1.1 All fuel, commercial or military, must be approved for use by the airframe and engine manufacturer. All aviation fuel must meet American Society for Testing and Materials or military specifications.

B18.2 Operations. The Contractor must ensure that:

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

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

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

B18.2.4 Aircraft must not be refueled while engines are running and propellers/rotors are turning except in accordance with B22.5.6.1 and only when requested by the Government.

B18.2.5 The Contractor must comply with 40 CFR Part 111: Oil Pollution Prevention, Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC) if applicable.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B19 General – Maintenance

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

B19.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft, documenting the scale readings on the weight and balance forms they provide. This actual weighing shall be completed preceding the starting date of the contract per the following schedule:

Weighing Schedule	
<i>Aircraft</i>	<i>Calendar Months</i>
Single engine airplanes	60
Multiengine airplanes	36
Helicopters	24

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

B19.1.1 Additional actual weighing shall be accomplished following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If documents provided are in question, the Government may require an addition weighing of the aircraft at the Contractor's expense.

B19.1.2 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.

B19.1.3 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.

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

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

B20.2 The Contractor must provide and make available a list of complied with MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type, and number.

#### B21 Maintenance Operational Check/Flight

B21.1 The Contractor must, at their own expense, perform an operational maintenance check/flight following installation, overhaul, major repair, or replacement of any engine, 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.

B21.1.1 The Contractor must immediately notify the 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.

#### B22 Supplements

The supplements listed below and followed up in full text will be included as applicable into each Contractor agreement. The supplements impose special operational equipment and personnel requirements that are in addition to the basic ARA.

Contractors should check the appropriate supplement box in Section A for those supplements you want to be considered for under this ARA (not required for point-to-point flights).

The Contractor's aircraft and pilot(s) must be inspected and approved before conducting any flights under these special use activities. When ordered for service under any of the following supplements, all requirements must be adhered to in their entirety.

#### Supplements by Number and Title:

B22.1 Helicopter Class A, B, and C External Load Including Longline

B22.2 Resource Reconnaissance

B22.3 Low Level Activities

## SECTION B – TECHNICAL SPECIFICATIONS

B22.4 Helicopter Offshore Platform/Vessel Landings and Extended Over Water

B22.5 Fuel Servicing Vehicle Equipment Requirements

B22.6 Airplane Wheel Operations on Unprepared Landing Areas

B22.7 High Altitude Glacier Operations in Alaska

B22.8 Rental of Tandem Seat Airplanes in Alaska

B22.9 Oceanic Survey in Alaska

B22.10 Aviation Fuel Dispensing Facilities in Alaska

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.1 – Helicopter Class A, B, and C External Load Including Longline

#### Definitions

**Class A rotorcraft-load combination** means one in which the external load cannot move freely, cannot be jettisoned, and does not extend below the landing gear.

**Class B rotorcraft-load combination** means one in which the external load is jettisonable and is lifted free of land or water during the rotorcraft operation.

**Class C rotorcraft-load combination** means one in which the external load is jettisonable and remains in contact with land or water during the rotorcraft operation.

**Longline:** Any combination of load and line attached to the cargo hook of the aircraft for the purpose of carrying an external load; greater than 50 feet in length.

**Remote hook:** An electrically operated cargo hook attached to the lower end of a line with the upper end of the line attached to an aircraft cargo hook and controlled from the pilot's position.

**Vertical reference:** A term used to describe the pilot technique of controlling the aircraft while looking down vertically at the longline and cargo. Sling loads that have a combined length greater than 50 feet are considered to be longline.

#### B22.1.1 Certification

B22.1.1.1 In lieu of the certification requirement of the basic Aircraft Rental Agreement (B2) when the helicopter is used for external load operations only, the Contractor is only required to be certificated under 14 CFR Part 133, "Rotorcraft External Load Operations." This certificate must include Class A, B, or C as appropriate.

#### B22.1.2 Flight Operations

B22.1.2.1 A remote hook is not always required for longline external load operations. Spring-guarded hooks or shackles can be used on the lower end of a line. Flying with nonweighted line is not allowed. All hooks and shackles must be safely tied when attached to a line, either with a self-locking nut, a safety pin, or a safety wire.

B22.1.2.2 Class B external loads must be conducted with counterwound, rotation-resistant wire or synthetic line. See further requirements in this supplement.

#### B22.1.3 Personnel Requirements

B22.1.3.1 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified

in Section B) while operating within the helicopter's capability. It is the Contractor's responsibility to verify a pilot's vertical reference external load experience and proficiency. The COTR will provide the Contractor a form to document this experience and proficiency. This will be required annually prior to pilot inspection by DOI, NBC-Aviation Management. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification.

B22.1.3.2 Pilots must have recorded minimum flying time as pilot-in-command as follows:

**NOTE:** The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.

B22.1.3.2.1 10 hours . . . .In make and model for operations in designated mountainous areas.

B22.1.3.2.2 200 hours . . . . Total mountain flight hours. For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. . Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B22.1.3.3 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B22.1.3.3.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.1.3.3.1.1 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B, and the 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 the 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.

B22.1.3.3.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or

## SECTION B – TECHNICAL SPECIFICATIONS

aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

B22.1.3.4 PPE for ground operations.

B22.1.3.4.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B22.1.3.4.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat 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.

B22.1.3.4.1.2 Fuel service vehicle operators must wear nonstatic (example cotton/natural fiber) clothing and gloves.

### B22.1.4 Equipment Requirements

B22.1.4.1 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.1.4.2 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.1.4.3 Class A external load. Cargo racks when provided must be capable of accommodating 58-inch long shovels, rakes, and other tools. Cargo racks must be at least 2½ inches deep, meeting construction methods and procedures prescribed in Advisory Circulars 43.13.1B and 43.13-2B.

B22.1.4.4 Class B or C external load. 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.

B22.1.4.4.1 The inspection and maintenance of the cargo hook must be accomplished in accordance with the manufacturer's operating and maintenance instructions. If the manufacturer's operating and maintenance instructions are not published, the cargo hook and associated systems must be completely disassembled, inspected, lubricated if required, and subjected to an operations check in all operating modes within the preceding 24 months.

B22.1.4.5 Counterwound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards and certifications and/or synthetic rope meeting the requirements of the Helicopter Synthetic Longline Requirements Exhibit.

B22.1.4.5.1 The length of the rope must be readily adjustable from 50 to 150 feet in 50-foot increments.

B22.1.4.6 The aircraft must be equipped with a convex mirror for observation of the sling load by the pilot. For aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window, etc.) or for helicopters such as the MD Model 500 where direct vertical reference is possible, the convex mirror is not required.

B22.1.4.7 Additional requirements for external load when utilizing a remote hook:

B22.1.4.7.1 One 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. The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook. The hook must be maintained in accordance with the manufacturer's recommendations and be inspected at intervals not to exceed 24 months.

B22.1.4.7.2 Electric cables must be protected from pinching by hooks or shackles and 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.

B22.1.4.7.3 When a remote hook is ordered, the aircraft must be wired with a switch available to the pilot to release the remote hook electrically.

### B22.1.5 Maintenance Requirements

B22.1.5.1 Time between overhaul and life-limited parts.

B22.1.5.1.1 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.

B22.1.5.1.2 Aircraft operated with components or accessories on FAA-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.

B22.1.5.1.3 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 components 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.

B22.1.5.2 Helicopter turbine engine power assurance check. The first day of operation and no more than each 10 hours of operation thereafter, a power assurance check must be

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performed. The power assurance check must be accomplished in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results must be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits must be removed from use until the cause of the low power condition is corrected.

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### Supplement B22.2 - Resource Reconnaissance

#### Definitions

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

#### B22.2.1 Flight Operations

B22.2.1.1 Mission accomplishment may require unique aircraft operating techniques that may require additional approval.

#### B22.2.2 Personnel Requirements

B22.2.2.1 Pilots must be knowledgeable of all specialized mission requirements. This may include special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission.

B22.2.2.2 Pilots may be requested to demonstrate proficiency during an agency evaluation flight. The proficiency check may not be required if the pilot has been previously carded for low level or fire reconnaissance.

B22.2.2.3 Personal protective equipment.

B22.2.2.3.1 PPE is not required for resource reconnaissance flights conducted in fixed-wing aircraft.

B22.2.2.3.2 PPE is required for resource reconnaissance flights conducted in helicopters. The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B22.2.2.3.2.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.2.2.3.2.2 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B, and the 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 the 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.

B22.2.2.3.2.3 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

B22.2.2.3.3 PPE for ground operations.

B22.2.2.3.3.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B22.2.2.3.3.2 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat 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.

B22.2.2.3.3.3 Fuel service vehicle operators must wear nonstatic (example cotton/natural fiber) clothing and gloves.

#### B22.2.3 Equipment Requirements

B22.2.3.1 Aircraft must meet the basic requirements for airworthiness and conditions as listed in Aircraft Rental Agreement (B6).

B22.2.3.2 Installation or utilization of specialized equipment may require additional approval.

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

#### B22.2.4 Avionics Requirements – Resource Reconnaissance II

B22.2.4.1 Avionics equipment for this approval level is dependent upon the type of mission being flown and must be determined by the using bureau entity as required.

#### B22.2.5 Avionics Requirements – Resource Reconnaissance I

B22.2.5.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna.

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Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B22.2.5.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band (Comant model CI-177 or equal), with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).

B22.2.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

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### Supplement B22.3 – Low Level Activities

**B22.3 Special Use, Low Level Activity.** Any planned flight at less than 500 feet from the surface (not including takeoff or landing or en route weather considerations).

#### B22.3.1 Flight Operations

B22.3.1.1 Low level flight (below 500 feet AGL) may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times.

B22.3.1.2 Only personnel necessary to the mission must be on board the aircraft.

B22.3.1.3 Planning. The pilot must attend a mission briefing, which should include flight routes/areas and altitudes, hazard identification, and risk assessment.

#### B22.3.2 Personnel Requirements

B22.3.2.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue and low-level military operations such as close air support or attack missions.. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B22.3.2.2 For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. The pilot must have 200 hours of low level flight time in areas designated as mountainous in 14 CFR 95.

B22.3.2.3 Pilots must show evidence of experience in low-level operations and be knowledgeable of all specialized mission requirements. This may include low-level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B22.3.2.4 Helicopters only.

**Note:** The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.

B22.3.2.4.1 Pilots must have recorded minimum flying time as pilot-in-command as follows:

B22.3.2.4.2 10 hours . . . .In make and model for operations in designated mountainous areas.

B22.3.2.4.3 200 hours . . . Total mountain flight hours. For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B22.3.2.5 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B22.3.2.5.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.3.2.5.2 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B, and the 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 the 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.

B22.3.2.5.3 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. Note: Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

B22.3.2.5.4 PPE for ground operations.

B22.3.2.5.4.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B22.3.2.5.4.2 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat 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.

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B22.3.2.5.4.3 Fuel service vehicle operators must wear nonstatic (example cotton/natural fiber) clothing and gloves.

### **B22.3.3 Equipment Requirements**

B22.3.3.1 A strobe light or flashing LED, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light.

B22.3.3.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.3.3.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

### **B22.3.4 Maintenance Requirements**

B22.3.4.1 Time between overhaul and life-limited parts.

B22.3.4.1.1 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.

B22.3.4.1.2 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.

B22.3.4.1.3 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 components 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.

B22.3.4.2 Helicopter turbine engine power assurance check. The first day of operation and no more than each ten hours of operation thereafter, a power assurance check must be performed. The power assurance check must be accomplished in accordance with the helicopter flight manual (pilots operating handbook) or approved company performance monitoring program. The results must be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits must be removed from use until the cause of the low power condition is corrected.

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### Supplement B22.4 – Helicopter Offshore Platform/Vessel Landings and Extended Over Water

#### Definitions

**Over water:** Helicopter operations beyond power-off gliding distance to shore but within 50 nautical miles of any shoreline.

**Extended over water:** Helicopter operations over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline and more than 50 nautical miles from an offshore heliport structure.

**Platform/vessel landings:** Helicopter operations requiring takeoff/landing on an offshore heliport structure or a marine vessel.

#### B22.4.1 Flight Operations

B22.4.1.1 Minimum weather conditions for VFR flights are defined as: Onshore, ceiling 300 feet and visibility 1 mile; offshore, ceiling 500 feet and visibility 3 miles.

B22.4.1.2 Only appropriately certificated multiengine helicopters shall be dispatched for night flight or flight in IMC conditions. Helicopters must be operated in accordance with the Contractor's operations specifications for instrument flight rules (IFR) and must include a minimum crew complement that includes a SIC.

#### B22.4.2 Personnel Requirements

B22.4.2.1 A helicopter instrument rating or an airline transport pilot (ATP) certificate with category and class rating not limited to VFR.

B22.4.2.2 Experience for platform/vessel landings: 200 hours PIC in helicopter operations offshore including landing on offshore heliport structures or vessel heliports, or 100 hours PIC in offshore operations if 50 hours of offshore operation was accomplished within the previous 12 months. In Alaska, 50 hours PIC in helicopter offshore/vessel operations or 25 hours of offshore/vessel, if accomplished within the previous 12 months.

B22.4.2.3 Pilots must demonstrate their ability during an agency evaluation flight.

B22.4.2.4 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, properly fitting, and maintained in good repair:

B22.4.2.4.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be

clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.4.2.4.1.1 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B, and the 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 the 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.

#### B22.4.3 Equipment Requirements

B22.4.3.1 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.4.3.2 A survival kit containing items specified in the exhibits or as specified in 14 CFR 135.167 must be furnished by the Contractor and carried aboard the aircraft on all flights.

Note: Extended overwater operations require emergency equipment identified in 14 CFR 135.167.

B22.4.3.3 Emergency flotation gear (popout) or standard flotation gear (fixed floats).

B22.4.3.4 Flight instruments for low visibility flight conditions, including gyroscopic bank and pitch indicator (ADI), directional gyro, vertical speed indicator, and rate of turn indicator or skid/slip indicator or inclinometer.

#### B22.4.4 Avionics Requirements

B22.4.4.1 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.

#### B22.4.5 Maintenance Requirements

## **SECTION B – TECHNICAL SPECIFICATIONS**

See Supplement B22.3, Low Level Activities, Section 22.3.4, Maintenance Requirements.

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.5 - Fuel Servicing Vehicle Equipment Requirements

#### B22.5.1 General

B22.5.1.1 Fuel servicing vehicles must meet 49 CFR requirements.

B22.5.1.2 The Contractor must provide one fuel servicing vehicle (truck/trailer combinations are acceptable) The vehicle shall be stationed at the designated base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B22.5.1.2.1 The vehicle's cargo tank(s) must have a minimum capacity of 8 hours of useable fuel for the helicopter make and model operating on the contract. The 8-hour computation is based on the contract Helicopter Fuel Consumption and Weight Reduction Chart Exhibit. The vehicle must be capable of carrying all equipment and accessories necessary to support a lengthy assignment. The following items are listed as potential equipment/accessories: water buckets, water/retardant fixed tank, longlines, remote hooks, cargo nets, Contractor crew's overnight gear, and other items). The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B22.5.1.2.2 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.

B22.5.1.2.3 Cargo tanks must be securely fastened to the vehicle and must have a sump drain that is accessible to activate and collect samples daily from the outside perimeter of the vehicle without having to crawl under vehicle.

B22.5.1.2.4 The minimum flow rate at the nozzle shall be 10 gallons per minute (GPM). The filter and pump sizes must be designed to prevent filter over pressurization and excessive flow rates surpassing filtration capability.

B22.5.1.2.5 Fueling systems with pumps that are driven by a combustion engine must meet the following specifications: (1) Originally designed to pump fuel, (2) shielded ignition system, (3) flame and spark arresting exhaust system, (4) metal shielding separation between the engine and pump, (5) all terminal connections must be insulated to prevent sparking. **Note:** All refueling pumps regardless of power source must be listed for use with petroleum products (Underwriter's Laboratory (UL), etc.).

#### B22.5.2 Equipment

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

B22.5.2.1 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*.

B22.5.2.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow removal of contaminants from the sump drain.

B22.5.2.3 Hoses must be compatible with the aviation fuel being serviced, free of cracks that show the underlying cord, and kept in good repair.

B22.5.2.4 Aviation fuel nozzles must include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. No nozzle hold-open devices are permitted on over-wing servicing nozzles.

B22.5.2.5 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.

B22.5.2.6 Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with *NFPA 407: Standard for Aircraft Fuel Servicing*.

B22.5.2.7 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).

#### B22.5.3 Filtering System

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

B22.5.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates. Fuel filtration (vessel/filter combination) must meet one of two industry standards. The two standards are: **EI 1581 Specification and qualification procedures for aviation jet fuel filter/separators, EI 1583 Laboratory tests and minimum performance levels for aviation fuel filter monitors**

**Note: EI 1583 filtration shall not be used with jet fuel containing FSII/Prist unless the FSII/Prist is injected downstream of filtration.**

B22.5.3.2 The filter manufacturer's operating, installation, and service manual must be carried in the fuel servicing vehicle and followed.

## SECTION B – TECHNICAL SPECIFICATIONS

B22.5.3.3 Some examples of EI 1583-qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B22.5.3.4 The filter vessel must be placarded indicating the filter change date.

B22.5.3.5 Fuel transfer systems must have a serviceable pressure gauge installed upstream of the filter vessel.

B22.5.3.6 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.

B22.5.3.7 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.

B22.5.3.8 Three-stage (coalescer, separator, monitor) systems (EI 1581) utilize a three-stage vessel such as Facet part number 900442-GNG220 for a 20-gpm pump, or equal, or Facet part number 900443-GNG210 for a 10-gpm pump, or equal. An acceptable third stage (monitor) is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B22.5.3.9 Single-stage systems utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with the pump's flow rate.

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

B22.5.3.10 At least one available spare filter(s), seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing vehicle.

### **B22.5.4 Markings**

B22.5.4.1 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.

B22.5.4.2 Each vehicle must be conspicuously and legibly marked to indicate the fuel type. 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 100LL white on blue background.

### **B22.5.5 Fuel and Servicing Requirements**

B22.5.5.1 General

B22.5.5.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), or Mil T-910 (grade 80, 100, or 100LL). Contractors must ensure that bulk fuel obtained directly from distributors meets the specifications of B22.5.5. The Contractor must keep the fuel delivery ticket through the period.

B22.5.5.1.2 The Contractor must have a fuel quality assurance program and ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention, Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B22.5.5.1.3 In addition to all minimum requirements found under 40 CFR Part 112, a SPCC plan is also required for each mobile fueler (as defined in 40 CFR Part 112) (fuel servicing vehicle) used on this contract regardless of the bulk storage container (tank) size.

### **B22.5.6 Fueling Operations**

B22.5.6.1 Rapid refueling is not required on this contract and considered optional. However, if requested by the Government and the Contractor agrees, rapid refueling is permitted providing the Contractor has a program for rapid refueling of that model helicopter and the pilot agrees. The Contractor's program must follow *NFPA 407: Standard for Aircraft Fuel Servicing*.

**Note:** Government personnel shall not be on board the aircraft during any refueling operations.

B22.5.6.2. Copies of *NFPA 407: Standard for Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B22.5.6.3 Government personnel shall not be involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B22.5.6.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

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### Supplement B22.6 – Airplane Wheel Operations on Unprepared Landing Areas

#### B22.6.1 Definitions

B22.6.1.1 Unprepared Landing Area: Any area used for takeoff and landing that meets one or more of the following criteria:

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

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

#### B22.6.2 Pilot Requirements

B22.6.2.1 Airplane wheel operations on unprepared landing areas is “special use” and pilots must be carded for Wheel Operations on Unprepared Landing Areas and Low Level (flight below 500 feet above ground level) in the make and model of airplane and in the wheel configuration utilized. Pilots will be required to demonstrate proficiency in initial and recurrent agency evaluation flights. The aircraft must be approved prior to the pilot evaluation.

B22.6.2.2 Pilots must be knowledgeable of the unprepared landing area type, i.e., beach/gravel bars, ridge tops, tundra, tidal areas, etc. This will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, etc.

B22.6.2.3 Current conditions must be ascertained prior to landing. 14 CFR 91.103 must be complied with at all times.

B22.6.3 Personal protective equipment (PPE). The following items must be worn by the pilot and any passengers and must be operable, properly fitting, and maintained in good repair:

B22.6.3.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.6.3.2 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather

uppers that rise above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec. **Note:** Reference *U.S. Department of the Interior Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

#### B22.6.4. Equipment Requirements

B22.6.4.1 A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light.

B22.6.4.2 A first aid kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.6.4.3 A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.6.4.4 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for front seat occupants. Aft compartment shall have single-strap or double-strap shoulder harnesses and lap belts if manufactured for make and model offered. Shoulder straps and lap belts shall fasten with metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps shall disengage from the seatbelt when the seatbelt is released.

B22.6.4.5 The airplane must be inspected and carded for Wheel Operations on Unprepared Landing Areas and Low Level.

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.7 - High Altitude Glacier Operations in Alaska

#### B22.7.1 Definition

**Airplane High Altitude Glacier Operations:** Locations where ski landings are required on glaciers, above 3,500 feet pressure altitude, onto sloping terrain. Approvals under this supplement are for use in Alaska.

#### B22.7.2 Pilot Requirements

B22.7.2.1 Pilots shall be knowledgeable of glacier operations, high altitude landing and takeoff techniques in snow conditions. This includes: understanding of hidden hazards (crevasse, ice, etc.) special flight techniques for glacier takeoff and landing, mountain flying, and flat lighting/whiteout conditions. Equipment operation will include wheel-ski or ski operations.

B22.7.2.2 Pilots will be required to demonstrate proficiency during an initial agency evaluation flight.

**B22.7.3 Personal Protective Equipment (PPE).** Not required.

#### B22.7.4 Equipment Requirements

B22.7.4.1 A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light.

B22.7.4.2 A first aid kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.7.4.3 A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft. While doing glacier operations, all items, excluding the wool blankets but including a sleeping bag, for each occupant, will be on board the aircraft.

**Note:** Operators of multiengine aircraft licensed to carry more than 15 passengers need carry only the food, mosquito nets, and signaling equipment at all times other than the period from October 15 to April 1 of each year, when two sleeping bags and one blanket for every two passengers shall also be carried. All of the above emergency rations and equipment requirements are the minimum requirements under current law.

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.8 - Rental of Tandem Seat Airplanes in Alaska

#### B22.8.1 Definitions

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

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

#### B22.8.2 Flight Operations

B22.8.2.1 Low level flight may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

B22.8.2.2 A Project Weight and Balance Calculation worksheet shall be prepared prior to flight. This form shall be updated whenever mission requirements change the previous calculation.

#### B22.8.3 Pilot Requirements

B22.8.3.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue, and low level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B22.8.3.2 Pilots must show evidence of experience in low level operations and be knowledgeable of all specialized mission requirements. This may include low level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B22.8.3.3 Personal protective equipment (PPE) shall be worn by the pilot during all flights. See Supplement B22.3, Low Level Activities, for requirements.

#### B22.8.4 Aircraft Requirements

B22.8.4.1 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for both occupants. Shoulder straps and lap belts shall fasten with metal-to-metal, single-point, quick-release mechanism. Shoulder strap metal fittings

shall be of the slotted type, which are secured by the seatbelt buckle latch. Shoulder harness straps shall disengage from the seatbelt when the seatbelt is released.

B22.8.4.2 PA-18 aircraft must have minimum certificated gross weight of 2,000 pounds.

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.9 - Oceanic Survey in Alaska

#### B22.9.1 Definitions

B22.9.1.1 **Oceanic Survey:** Surveys conducted in areas where the aircraft is in excess of 150 NMs from any shoreline and requires Class II navigation authorization for both company and pilot.

#### B22.9.2 Certifications

B22.9.2.1 The Contractor must provide evidence of FAA authorization for Class II navigation and authorization for operation in the proposed survey area.

B22.9.2.2 International Civil Aviation Organization (ICAO) procedures must be complied with, when applicable.

#### B22.9.3 Aircraft Requirements

B22.9.3.1 Aircraft must be multiengine, turbine-powered, pressurized aircraft and meet the requirements of 14 CFR Part 135.167.

B22.9.3.2 Aircraft must be certified for IFR and into known or forecasted icing conditions.

B22.9.3.3 Aircraft shall be capable of a survey speed of 100 knots. The survey speed shall not be greater than power-off stall speed +30% (clean configuration/no gear/flaps) at MGTW. VMC shall be at least 10 knots below the survey speed in this configuration.

B22.9.3.4 Aircraft endurance shall be 5 hours with an additional 45 minutes reserve at 120 knots at sea level.

B22.9.3.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 feet operational altitude). This is minimum TAS.

#### B22.9.4 Equipment Requirements

B22.9.4.1 A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anticollision light. Required for low level operations.

B22.9.4.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.9.4.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B22.9.4.4 If additional fuel is required to meet the endurance requirements of the order, the Contractor shall furnish an FAA-approved auxiliary fuel tank system.

B22.9.4.5 The following equipment shall be FAA approved, installed, and maintained in accordance with all provisions of 14 CFR 43.

B22.9.4.5.1 Aircraft two first row windows shall be bubble windows, one on each side of aircraft, which provides unrestricted downward and forward visibility. Windows shall be fitted, contoured, and attached to the full size of the window opening allowing only a reduction necessary to accommodate the structure. The vertical dimension of the left side of the aircraft shall be 14¾ inches and the horizontal dimension 14½ inches with a depth of 5 inches. The vertical dimension of the right side of the aircraft shall be 14<sup>7</sup>/<sub>8</sub> inches and the horizontal dimension 19½ inches with a depth of 6½ inches. These are minimum dimensions.

B22.9.4.5.2 Each bubble window shall be equipped with a defogging vent and duct blower. The defogging air source shall be ducted from the cabin heat system.

B22.9.4.5.3 At the data entry stations, the Contractor shall furnish two table tops measuring approximately 18½ inches long by 26¾ inches wide. This area will be utilized for the laptop computer and keyboard.

B22.9.4.5.3.1 The table shall provide a clear area of 17 inches minimum from the operator's seat back to the aft edge of the table. The table shall have a minimum height of 25 inches from the floor for leg clearance.

B22.9.4.5.3.2 The equipment rack and data entry station shall be installed to provide at least an 18-inch unrestricted path for movement between the forward cabin bulkhead and the main cabin door.

B22.9.4.5.4 The Contractor shall furnish 115 VAC, 60 cycles, terminated in an AC receptacle (household style with ground prong hole) with ability to plug in two electrical cords, located at the data entry station. The total load requirements will be approximately 25 amps.

B22.9.4.6 Liferaft. The liferaft(s) specified by 14 CFR Part 135.167 or Part 121.339 shall be approved under TSO-C70a Type I and shall be a multiple tube design that provides full floor support in case of a failure of one of the tubes. The rated capacities shall be equal to or greater than six occupants. A raft or rafts shall be carried in the main passenger cabin, readily accessible to the passengers; readily accessible for deployment from the main cabin door. The liferaft shall contain a 406 MHz ELT. All additional equipment requirements of 14 CFR 135.167 shall be present.

#### B22.9.5 Avionics Requirements

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B22.9.5.1 The Contractor shall install, in the aircraft, an Underwater Acoustic Beacon (Dukane Model DK-100 or equal). The beacon shall be installed and maintained in accordance with the manufacturer’s specifications and each 6-month testing shall be documented in the aircraft’s maintenance record.

B22.9.5.2 Two panel-mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver systems, minimum 720 receive channels 118.000 to 135.975 MHz in 25 KHz increments, and minimum 5 watts transmit carrier power.

B22.9.5.3 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.

B22.9.5.4 One glideslope system, 20 receiver channels.

B22.9.5.5 One marker beacon receiver system with three light indicator.

B22.9.5.6 RMI radio-magnetic indicator with Nav 1/ADF1 on single needle and Nav 2/ADF2 on double needle. When IFR GPS is used in lieu of second ADF, the double needle on the RMI will be Nav2/ADF1 system with the above specifications and one FAA-approved IFR GPS system.

B22.9.5.7 Two ADF, automatic direction finder, receiver systems, frequency range of at least 200 to 1,699 kHz, connected to the RMI, or one ADF system with the above specifications and one FAA-approved IFR GPS system.

B22.9.5.8 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215(a), and tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one year period preceding the start or renewal date of the agreement.

B22.9.5.9 One DME distance measuring system, 100-channel minimum.

B22.9.5.10 One radio altimeter, with decision height warning system including both visual (light) and audible warning indications. Warning system will provide aural warning to the pilot through headphones.

B22.9.5.11 One Airborne Weather Radar System. The system shall be capable of surface mapping with clutter reduction. The range scale should provide good small scale reference such as a 2.5 NM maximum at the low end.

B22.9.5.12 Two HF-SSB/AM communication transmitter/receiver systems, hard mounted in the aircraft, in accordance with the radio requirements of Air Traffic Control(ATC), for flights in International Civil Aviation Organization (ICAO) airspace.

B22.9.5.13 Two IFR Global Positioning Systems (GPS) meeting the following requirements.

B22.9.5.13.1 The GPS shall be capable of coupling to the aircraft autopilot system.

B22.9.5.13.2 Two panel-mounted GPS shall be permanently installed in the aircraft, in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. GPS must be approved for IFR and have current aviation data base installed.

B22.9.5.13.3 The GPS shall have a Light Emitting Diode (LED) or other units with high contrast displays that are backlighted.

B22.9.5.14 A GPS data port connector shall be installed (when requested) for the purposes of external data retrieval by a laptop computer. The connector shall be a DB-9F type D subconnector, shall be wired for RS-232C serial format for laptop computers, and shall be routed (through shielded wiring) to the location of data entry station.

B22.9.5.14.1 The shielded wiring shall be terminated in a DB-9 pin female connector. The connector shall be wired as follows:

<i>Pin Number</i>	<i>Description</i>
2	RD - receive data
3	TD - transmit data
5	signal ground
4	DTR - data terminal ready (jumper to DSR)
6	DSR - data set ready
7	RTS - request to send
8	CTS - clear to send (jumper to request to send)

B22.9.5.14.2 GPS data output shall include latitude, longitude, and altitude information.

B22.9.5.15 An additional GPS antenna connection may be requested and shall be externally mounted and its antenna lead routed to the data entry station.

B22.9.5.16 Audio control system.

B22.9.5.16.1 The pilot and copilot/observer positions shall each be equipped with a complete, duplicate, interchangeable, independent audio control system.

B22.9.5.16.2 Transmitter selector system: The pilot and copilot/observer shall be able to talk on all radio communication transmitters and interphone at their position, with their single microphone plugged into their single jack.

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This will require a transmitter selector switch to select only one transmitter at a time to the single microphone jack and its associated push-to-talk switch. When any transmitter is selected, the switch shall automatically select its companion receiver audio, mixed with transmitter sidetone, to the headset jack. The transmitter sidetone shall also be available for cross monitoring at the corresponding receiver switch.

B22.9.5.16.3 Receiver audio selector system: The pilot and copilot/front observer shall be able to listen to any combination of all the receivers and to the intercom with their single headset plugged into their single jack. The system shall employ a commercially available amplifier with isolated inputs for each radio and sufficient gain and power output to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously. The amplifier shall provide sufficient isolation so that each audio signal is reduced by no less than 40 DB when its associated selector switch is turned off.

B22.9.5.16.4 An interphone system shall be provided with a minimum of four positions. The interphone will provide communication between the PIC, SIC (or front seat observer when applicable), and four aft observer positions.

B22.9.5.16.5 The interphone amplifier shall have sufficient gain and power output capability to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously.

B22.9.5.16.6 A control, convenient to the pilot, shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

B22.9.5.16.7 The interphone push-to-talk switch at any one position shall not energize the microphone at any other position.

B22.9.5.16.8 The interphone may have “voice activation” in lieu of the push-to-talk interphone described above. A voice-activated interphone is acceptable provided the clarity and noise level of the interphone is satisfactory.

B22.9.5.16.9 The pilot and copilot shall be able to isolate the passenger cabin interphone from the crew interphone with a switch. The crew and passenger cabin areas shall each have a set of volume and squelch controls, and the controls shall be operable when isolation is selected. The passenger cabin area shall have all observer seat interphone positions active when isolation is selected.

B22.9.5.17 Headset and microphone characteristics.

B22.9.5.17.1 The audio system shall be designed for headset/boom-microphones manufactured to 500 ohm headsets and carbon-equivalent, noise-canceling boom-type microphones.

B22.9.5.17.2 The aircraft headset/microphone jacks shall be JJ-033 and JJ-034 to accept the headset/boom-microphone and aviator helmet's PJ-055B and PJ-068 plugs.

B22.9.5.17.3 The Contractor shall provide a separate microphone jack to connect to the Government's portable data (audio) recorder at one of the data entry seat positions. The microphone jack shall have an impedance interface to allow the recording of interphone audio from this position on the Government-furnished data recorder (Panasonic Model RQ212 DAS recorder).

B22.9.5.17.4 The Contractor shall furnish noise attenuating headsets at the PIC, SIC/front observer, and two aft observers. One spare headset shall be provided.

B22.9.5.17.4.1 Each headset/boom-microphone shall have a volume control.

B22.9.5.17.5 Push-to-talk switches.

B22.9.5.17.5.1 At the PIC and SIC positions, a yoke-mounted three-position switch (spring loaded to the off position) to access all transmitters on one position and interphone on the other position will be installed.

B22.9.5.17.5.2 The transmitter and interphone switching shall be on the aft observers' cords of the headset/boom-microphone jack.

B22.9.5.17.5.3 The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.

B22.9.5.17.5.4 Equipment labeling denoting functions of switches shall be correctly referenced and permanently labeled.

### B22.9.6 Pilot Requirements

B22.9.6.1 Pilots shall display evidence of experience in using all equipment specified. (HF radio, GPS, satellite phone, ATOF, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

B22.9.6.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS:

B22.9.6.2.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart or oceanic chart.

B22.9.6.2.2 Install waypoint coordinates.

B22.9.6.2.3 Acquire distance/bearing information to a destination or waypoint.

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B22.9.6.2.4 Record as a waypoint coordinates of various locations while en route to a primary destination.

B22.9.6.2.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B22.9.6.3 Pilots shall have logged minimum flight time as follows:

a) 3,000 hours Total pilot time.
b) 1,200 hours PIC airplanes.
c) 200 hours PIC in category and class.
d) 250 hours PIC large airplane when applicable. (12,500 pounds certificated gross takeoff weight or more.)
e) 50 hours PIC in make and model of large aircraft to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
f) 100 hours PIC turbo prop airplane, when applicable.
g) 50 hours PIC in make and model of turboprop airplane to be used on this contract for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)
h) 100 hours Night flying to include the recent flight experience requirements of FAR 61.57(b).
i) 75 hours Actual or simulated instrument flight time (including 50 hours in flight).
j) 500 hours Cross-country.
k) 100 hours Multiengine in the Arctic Ocean, Pacific Ocean or other areas in extended over water (beyond 150 nautical miles from any shoreline).
l) 200 hours Low level flight (below 500 feet AGL) in airplanes performing fire retardant drops, dispensing agricultural materials, paracargo drops, wildlife surveys or low level military operations such as close air support or attack missions. If flights are conducted above 500 feet AGL, low level PIC time is not required.
m) 100 hours PIC in category, preceding 12 months.
n) 10 hours PIC in class in the last 60 days.
o) 5 hours Total time in make and model, preceding 30 days.

B22.9.6.4 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and company addresses of past employers to substantiate experience. Resume must state any and all accidents and violations for the past 5 years. The information shall be submitted on an AMD-64A, Pilot Qualifications and Approval. This form may be found on the AMD home page at <http://www.amd.nbc.gov>.

B22.9.6.5 Pilots shall be knowledgeable of IFR, VFR, low level, and slow flight procedures. This includes techniques for low level in slow flight configuration.

B22.9.6.6 Pilots will be required to demonstrate proficiency during an initial agency evaluation flight. Items that will be evaluated are use of all navigation and communication equipment, how to track a route, oceanic log, and Nav logs, points of no return (PNR), and points of equal time (PET).

**B22.9.7 Personal Protective Equipment (PPE)**

B22.9.7.1 Anti-exposure suits shall be readily available to each occupant of the aircraft when conducting extended overwater flight and when the water temperature is estimated to be 50 degrees Fahrenheit or less. When conducting low level surveys, the suits shall be donned to the waist. This is required for everyone on board including the pilots.

## SECTION B – TECHNICAL SPECIFICATIONS

### Supplement B22.10 – Aviation Fuel Dispensing Facilities in Alaska

#### B22.10.1 Fuel and Servicing Requirements: General.

B22.10.1.1 Aviation fuel must be approved for use by the airframe and engine manufacturer. Aviation fuel must meet either American Society for Testing and Material (ASTM) or military specifications (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).

B22.10.1.2 Contractors receiving fuel from distributors must validate and document fuel delivered meets the color and API gravity specifications applicable to the specific fuel requested. The specific standard (ASTM or Mil STD) applicable to each fuel grade contains data pertaining to appearance (color) and API gravity. Fuel delivery tickets must have the API gravity annotated on them by fuel distributors. Contractors must perform API gravity tests when delivery tickets do not have a documented API gravity or when doubt exists about fuel quality. API gravities must fall within prescribed ranges detailed in the applicable specification. Fuel delivery tickets and testing results must be kept with the fuel dispensing facility for 30 days.

B22.10.1.3 Fueling operations, including storage and handling, must comply with the airframe and engine manufacturer's recommendations, applicable FAA standards and *National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing*. NFPA 407 can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage/dispensing facilities are the Contractor's responsibility.

B22.10.1.4 Contractors must have a fuel quality assurance program based on requirements contained in the equipment manufacturer's operating instructions and *Air Transportation Association Specification 103: Standard for Jet Fuel Quality Control at Airports*.

#### B22.10.2 Aviation Fuel Dispensing Facility: General

B22.10.2.1 As stated in the contract terms and conditions of the document, the Contractor must comply with all applicable Federal, State, and local laws. Spill Prevention Control and Countermeasures Plans (SPCC) are required when conditions warrant implementation.

B22.10.2.2 The Contractor must supply a fuel dispensing facility when necessary to support operations. The fuel dispensing facility must be approved annually by the Government. The fuel dispensing facility must display a current NBC AMD or USDA FS inspection report. The approval/inspection report is an indication the facility meets the additional equipment requirements of this procurement.

B22.10.2.3 Fuel dispensing facilities 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.

B22.10.2.4 Horizontally positioned bulk aviation fuel dispensing tanks should be sloped at a 1 to 50 ratio to prevent water accumulation at the dispensing pump suction point. Tank dispensing drop tubes should be set at a height of 6 inches from tank bottoms to preclude water/particulate introduction during dispensing operations.

B22.10.2.5 Tanks should be gauged for water daily when used. Detected water levels greater than ¼ inch shall be removed.

B22.10.2.6 Fuel dispensing pumps, regardless of power source, must be listed for use with petroleum products. Note: UL 79 is the listing for Petroleum Transfer Pumps.

B22.10.2.7 Filter and pump sizes must be sized appropriately to prevent filter over-pressurization and subsequent rupture. The fuel dispensing facility must, at a minimum, provide a 10-gallon-per-minute flow rate measured at the nozzle.

#### B22.10.3 Fuel Dispensing Facility: Equipment

B22.10.3.1 Each fuel dispensing facility must have at minimum one fire extinguisher, having a rating of at least 20-B:C. Extinguishers must comply with *NFPA 10: Standards for Portable Fire Extinguishers*.

B22.10.3.2 The aviation fuel hose shall be Energy Institute (EI)/American Petroleum Institute (API) 1529 Type C compliant. Hoses shall be maintained in accordance with NFPA 407 and EI/API Bulletin 1529. EI/API 1529 Type CT hoses should be used in cold weather climates.

B22.10.3.3 Closed circuit refueling operations require the use of a deadman control. The overwing nozzle acts as a deadman control during overwing servicing operations.

B22.10.3.4 Aircraft refueling nozzles must include a 100-mesh or finer screen, and a dust cover. Nozzle hold-open devices are not permitted on overwing nozzles.

**Note:** Nozzle barrel/spouts shall be touched to aircraft fuel cap prior to cap removal when grounding points are not available on the aircraft. This process negates the nozzle bonding wire/clip requirement stipulated in NFPA 407.

B22.10.3.5 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped must be provided.

## SECTION B – TECHNICAL SPECIFICATIONS

B22.10.3.6 Fuel dispensing facilities must have a bonding cable with clip/plug to allow system-to-aircraft bonding stipulated in NFPA 407.

B22.10.3.7 Fuel dispensing facilities vehicles must have enough petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR, Parts 261 and 262).

### **B22.10.4 Fuel Dispensing Facility: Filtering System**

B22.10.4.1 Filtration must be sized to withstand fuel system pressures and flow rates.

B22.10.4.2 The filter manufacturer's operating, installation, and service manual must be with the fuel servicing vehicle and complied with.

B22.10.4.3 Filtration must meet one of the following qualifications:

(1) *Energy Institute(EI)/American Petroleum Institute (API) Bulletin 1583: Laboratory Tests and Minimum Performance Levels for Aviation Fuel Monitors; or*

(2) *Energy Institute(EI)/API 1581: Specifications and Qualification Procedures for Aviation Jet Fuel Filter/Separators.*

**Note:** Three-stage (coalescer cartridge(s), separator cartridge(s), and monitor(s)) systems are /EI/API 1581. A single stage system meeting EI/API 1583 qualifications uses a single element system. Filter manufacturers Velcon, Raycor, and Facet manufacture filtration specifically for aviation refueling. These companies produce both single and three-stage systems.

B22.10.4.4 The filter vessel must be placarded indicating the filter change date. Filters changes are required annually unless contamination buildup requires earlier changeouts. Spare filters must be available to allow periodic and emergency filter changes.

B22.10.4.5 Differential pressure gauges must be installed on refueling systems operating at 25 psi or above.

B22.10.4.6 If equipped with a drain, the bottom of the filter assembly must be mounted to allow room for draining and pressure flushing into a container. If the unit is equipped with a water sight gauge, the balls must be visible. Filters vessel sumps shall be drained daily to remove accumulated water and particulate. Sump samples should be taken in white buckets and analyzed visually to ensure contamination removal.

B22.10.4.7 A spare filter, seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area located at the fuel dispensing facility.

**B22.10.4.8 API/EI 1583 filtration shall not be used with jet fuel containing FSII/Prist unless the FSII/Prist is injected downstream of filtration.**

### **B22.10.5 Fuel Servicing Facility: Markings**

B22.10.5.1 Each fuel dispensing facility shall have NO SMOKING signs posted to eliminate smoking within 50' of dispensing operations.

B22.10.5.2 Each fuel dispensing facility shall have fuel grade markings at fuel receipt and dispensing points. Storage tanks shall have fuel grade markings on the tank sides and ends.

Examples: Jet-A white on black background or AVGAS 100LL white on blue background.

### **B22.10.6 Fuel Servicing Facility: Operations**

B22.10.6.1 Government personnel must not be involved with refueling of agreement aircraft. Passengers shall not be on board the aircraft during aircraft refueling operations.

B22.10.6.2 Smoking is prohibited within 50 feet of the fuel facility receipt and dispensing operations.

B22.10.6.3 Rapid/ hot refueling operations are not allowed on this contract.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.* –

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <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 MAY 2011)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by

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reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(8) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) [Reserved]

(11) (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.

(12) (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.

(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

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

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

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

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

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

(17)(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.

(18) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(19) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

(21) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2)).

(22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(24) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(25) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(28) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

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

(30) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(33)(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.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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(35)(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.

(36) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513)

(37) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(38)(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.

(39) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(40) 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).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

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

(43) 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)).

(44) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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indicated below, the extent of the flow down shall be as required by the clause –

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

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

(iii) [Reserved.]

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

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

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

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

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

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

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

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

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

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

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

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

## ADDENDA TO CONTRACT TERMS AND CONDITIONS

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

C3.1 Inspection Scheduling and Process. After either ARA award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure ARA compliance. The inspection will be conducted at the aircraft base of operations, Contractor's facility or other location acceptable to the Government. **NOTE: (Point to point aircraft only: The Government reserves the right to physically inspect all contract aircraft. At the COTR's discretion, point to point aircraft may be approved based on inspection/review of requested documents).** The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

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

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

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

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

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a re-inspection for another time/date/site. The Contractor may be charged for the cost of re-inspection, in accordance with Section C3.9.

C3.5 Equipment

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C3.5.1 The special use aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.5.2 (**As applicable**) Fuel servicing vehicle(s), fuel dispensing facilities, fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.5.3 **Adding or Deleting Aircraft** After ARA award the Contractor may request in writing that the CO add an additional aircraft of the same make and model as originally awarded and identified in the ARA at the same price. The Contractor shall make the request in writing to the CO documenting aircraft type, model number, tail number and provide a copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1). The CO will make a determination after consulting the applicable FCC to determine if there is a Government need for the additional aircraft and if so, the FCC will provide the CO an AMD Form 20 requesting to add the aircraft. The CO will then ask the Contractor to update their AMD-10/11 price form accordingly to add the aircraft.

C3.5.3.1 The Contractor may request to add a different aircraft type which was not originally awarded on the ARA. The Contractor shall make the request in writing to the CO documenting aircraft type, model number, tail number and provide a copy of the FAA 14 CFR Part 135 Operations Specifications. The CO will make a determination after consulting the applicable FCC to determine if there is a Government need for the additional aircraft and if so, the FCC will provide the CO an AMD Form 20 requesting the aircraft. If a bureau requests to add a different aircraft to a current ARA, they must make the request on an AMD Form 20 through the respective FCC. If approved, the CO will then ask the Contractor to fill out a new AMD-10/11 price form to add the aircraft.

C3.5.3.2 It is at the Government's discretion as to whether additional aircraft will be allowed to be added relative to inspection and cost of inspection for additional aircraft and the needs of the Government. Additional aircraft shall not be added solely for the convenience of the Contractor.

C3.5.3.3 The Contractor shall notify the CO immediately when an aircraft is no longer available (such as sale of aircraft, loss of certification, etc.) to ensure the ARA source list is accurate and current.

### C3.6 Personnel

C3.6.1 Pilots. Only those individuals whose past flight time and experience may be verified from log books, employment records, etc., will be approved for contract use. The

Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract.

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

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

C3.6.1.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet ARA requirements.

C3.6.1.3 For special use activities provided under this ARA (see A6) which require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the ARA, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

C3.7 (**If applicable**) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.8 Substitute Personnel, Aircraft, or Equipment

C3.8.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor

## SECTION C – CONTRACT TERMS AND CONDITIONS

must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.9.

C3.8.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.8.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

### C3.9 Reinspection Expenses

C3.9.1 The Contractor may be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.9.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### **C4 Taxes (52.212-4(k)), the following is added**

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this agreement.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

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

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

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

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this agreement (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.

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C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Invoice Submission and Reporting Requirements

**NOTE:** Orders placed against this agreement shall not exceed \$25,000 per ordered project, unless authorized by the Contracting Officer.

C5.1 The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the agreement, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of agreement award.

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

C5.3 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project (order), if less than two weeks duration. Services provided must be shown on a daily basis.

### C5.4 Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

**NOTE: This clause will not be effective until October 1, 2012 (or as otherwise notified).**

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

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

Under this contract, certain documents may be required to be submitted as an attachment to the IPP invoice. Any such documentation will be identified at the time of implementation of IPP.

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

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

### C5.4 Aircraft Use Report Form

C5.4.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report Form. Instructions/training for proper completion of the Aircraft Use Report will be provided in conjunction with training on using the electronic invoicing and reporting system at time of award. The Contractor will use the completed, signed and scanned electronic Aircraft Use Reports as their invoice.

C5.4.2 It is the Contractor's responsibility to compute and submit a one-line item entry for Guarantee earned (averaged over Period of Hire) on the final Aircraft Use Report Form for that project/order. Contractor needs to ensure the time of hire and the release date are shown on the final Aircraft Use Report Form for that project.

C5.4.3 For agreements without pilot, the Government pilot will record use data on the AIRCRAFT USE REPORT Form(s) and submit to the Contractor for signature and approval. The completed forms will be electronically scanned and sent to Government per C5.1 and C5.2.

C5.4.4 A separate Aircraft Use Report form shall be filled out, signed and submitted for each individual order. A single order is defined as the time between hire and release. Once the aircraft is released the order is complete (Note: The Government will pay for flight time at the hired rate for the aircraft's return to their home base after release).

C5.4.5 Enter each payment line item on the aircraft use report form individually by date. Do not lump items together. (For example: A Contractor is claiming three days of per-diem. Do not enter one line item for per-diem worth three days. Make three individual line entries claiming the appropriate per-diem rate).

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### GENERAL CONTRACT TERMS AND CONDITIONS

#### C6 Contractor Personnel Security Requirements

C6.1 It has been determined that Contractor personnel utilized in the support of this agreement will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C6.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during ARA performance when accessing a federally controlled facility. The Government user is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

#### C7 Availability of Funds (52.232-18 APR 1984)

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

##### C7.1 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### C8 Aircraft Insurance

C8.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during ARA performance.

##### C8.2 Liability for Loss or Damage—Department of the Interior (1452.228-72 APR 1984)

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

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

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

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

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

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

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

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

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

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**C9 Reserved**

**C10 Reserved**

**C11 Prework Meeting**

A prework meeting may be held between the Government and the Contractor along with their primary crew members and is typically conducted via a telephone conference. The meeting may include, but is not limited to: (1) review of the ARA in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures. This meeting is administrative in nature and is not intended for technical inspection purposes.

**C12 Authorities and Delegations (May 2010)**

C12.1 The **Contracting Officer (CO)** is the only Government individual authorized to enter into or terminate this agreement, negotiate, modify, change any term or condition of this agreement, waive any requirement of this agreement, or accept nonconforming work.

C12.2 The **Contracting Officer’s Technical Representative (COTR)** will be designated in writing by the CO at time of award. The COTR listed for each Regional Office is authorized to take any or all actions necessary to ensure compliance with the technical portions of this agreement. The COTR or COTR representative will conduct all requested or required inspections. Aviation Management Regional COTR location addresses are listed in C12.3.

C12.2.1 The COTR is not authorized to perform, formally or informally, any of the following actions:

C12.2.2 Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

C12.2.3 Waive or agree to modification of the delivery schedule;

C12.2.4 Make any final decision on any contract matter subject to the Disputes Clause;

C12.2.5 Terminate, for any reason, the Contractor’s right to proceed;

C12.2.6 Obligate in any way, the payment of money by the Government.

C12.3 **Flight Coordination Center (FCC)**. Each regional office (see following) has Flight Coordination Center Specialists available to provide aviation management support to Contractors and Government bureaus on issues

regarding their agreement. The FCC Specialist has no acquisition authority and cannot negotiate with the contractor or change any terms and conditions of this agreement, including price.

**C12.4 The DOI – AM Aviation Safety Manager (ASM)**. Is responsible for all matters concerning accident and incident with potential investigations.

Aviation Safety Manager  
AMD Headquarters  
300 E. Mallard Drive, Suite 200  
Boise, Idaho 83706-3991

Phone: 208-433-5070  
Fax: 208-433-5069

**NOTE:** Also see C16.2.2



West Regional Director  
AM Western Region  
University Plaza Suite 300  
960 Broadway Avenue  
Boise, Idaho 83706

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



East Regional Director  
AM Eastern Region  
3190 N.E. Expressway, Suite  
Atlanta, GA 30341

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

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Alaska Regional Office  
4405 Lear Court  
Anchorage, AK 99502-1032

Phone: 907-271-5043  
Fax: 907-271-4788

**C12.5 Helicopter Flight Manager or Authorized Government Aviation Service Requester.** For purposes of this agreement, a Helicopter Flight Manager or authorized Government representative is responsible for the implementation of work to be done under individual orders. This individual has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

**C12.6 Contractor's Representative.** The pilot shall represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

### **C13 Reserved**

## **ADMINISTRATIVE MATTERS**

### **C14 Personnel Conduct**

#### **C14.1 Replacement of Contractor Personnel**

C14.1.1 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 appropriate Government representative 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.

C14.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C14.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### **C14.2 Suspension of Pilot**

C14.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C14.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C14.2.3 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.

C14.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

### **C15 Safety and Accident Prevention**

C15.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C15.1.1 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.

C15.2 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C15.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C15.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

### C16 Mishaps

#### C16.1 Mishap Definitions

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

C16.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

C16.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C16.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C16.1.4 **Incident with Potential.** An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C16.1.5 **Maintenance Deficiency.** An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C16.1.6 **SafeCom.** An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related mishap (Form AMD-34 or FS 5700-14).

#### C16.2 Mishap Reporting

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

reportable "Incident" occurs. Call 1-888-4MISHAP (1-888-464-7427).

C16.2.1 In an effort to prevent future aircraft mishaps, it is the responsibility of the contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures under C16.6.3.

Mishaps involving aircraft operating under this agreement that result in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident shall be reported to the DOI AM Aviation Safety Office immediately by the most expeditious means available. For notification after office hours a 24-hour aircraft accident reporting hotline is available at 1-888-4MISHAP (1-888-464-7427).

C16.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

#### C16.3 Forms Submission

C16.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C16.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

#### C16.4 Pilot Suspension

See Suspension of Pilot clause C14.2.

#### C16.5 Preservation Requirements

C16.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the ASM and NTSB when taking such actions.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C16.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C16.6 Mishap Investigations

C16.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C16.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

#### C16.6.3 Investigation Procedures

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

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

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

### C16.7 Costs Related to Investigation

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

### C16.8 Rescue and Salvage Responsibilities

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

### C17 Price Adjustments

C17.1 During the agreement period the contractor may adjust any of their prices if they choose to do so once a year. This shall be done when the CO conducts an annual review of the agreement and notifies contractors in writing that it is time to submit price updates. Should the Contractor not receive this notification and it has been one year or more since their last price update, they may contact the CO to request a price

update. Price updates shall be requested by submitting an updated and signed AMD Form 10 or 11. Exceptions to this policy shall be made by the CO on a case by case basis and justified in writing by the Contractor to the CO.

C17.2 All price adjustments must be deemed fair and reasonable when compared to market conditions before they are approved and accepted by the CO.

### C18 Agreement Periods

C18.1 BLANKET PURCHASE AGREEMENT PERIOD. The agreement period for each contractor under this Blanket Purchase Agreement period shall be from date of award by the Contracting Officer, using the *Standard Form 1449 Solicitation/Contract Order for Commercial Items (SF 1449)*, until superseded by a new agreement or terminated by either party in writing not to exceed five (5) years. Each agreement will be reviewed annually by the Government to determine if a continuing need exists and to ensure Contractor information is current. Master modifications for renewal may be issued to each ARA Contractor for their signature and return to the Contracting Officer. These modifications will be incorporated into each Contractor's ARA agreement. Upon receipt of a Master renewal modification, Contractor's will be authorized to submit updated AMD-10/11s, which must contain the Contractor's authorized signature. Once the CO approves the AMD-10/11, a copy will be sent to the Contractor. Approved AMD-10s/11s will be valid for a minimum of one year from CO approved signature date, unless authorized by the CO .

C18.2 The Government will conduct an annual review of established ARAs to ensure authorized procedures are being followed, determine actual need of any one ARA, and determine if any necessary updates are required. Any ARA which had no or little use over the preceding year may be canceled at the Government's option.

### C19 Ordering Service

The Government does not guarantee the placement of any orders for service under this BPA and the Contractor is not obligated to accept any orders. The Government is obligated only to the extent of authorized purchases actually made under the BPA. However, once the Contractor accepts an order from a DOI-AM Flight Coordination Center (FCC), Government representative, or the Contracting Officer, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C19.1 Orders placed against this agreement shall not exceed \$25,000 per ordered project, unless authorized by the Contracting Officer.

C19.2 Price is a mandatory consideration when placing orders for service, a trade-off to justify a higher price can be

## SECTION C – CONTRACT TERMS AND CONDITIONS

used when considering other factors such as response time, past performance, aircraft capability and experience.

C19.3 The Contractor shall provide the approved aviation services upon acceptance of the order. The ordered period of service is from the time services begin (i.e. aircraft departs home base) until released by the Government and will include required ferry to and from the site of work.

C19.4 Services ordered under this agreement are subject to termination by either party upon 24-hour notice, prior to commencement of work, unless a longer period is agreed upon in writing.

C19.5 Aircraft furnished shall be subject to the exclusive use and control of the Government throughout the ordered period of use. The date and time of hire and time of release shall be recorded on the aircraft use report form.

### AVAILABILITY REQUIREMENTS

#### C20 Availability Requirements

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

C20.1 **Guarantee.** The Contractor may accrue a minimum flight hour guarantee at the approved flight hour rate of hire when aircraft and crew (or aircraft only for without pilot rates) are considered available and flight hours earned is less than the Guarantee (See Section A).

C20.2 **Extended standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C21 Schedule of Operations and Reaction Time

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

C21.1 **Standby.** (Applicable for Fixed-wing airplane missions under 24 hours **and** Alaska Helicopters). Personnel must be on standby as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range

dispatch) after the Government attempts to contact the Contractor's representative.

C21.2 **Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the authorized Government representative has approved in advance release of the Contractor's personnel.

#### C22 Maintenance During Availability Period

C22.1 The Helicopter Flight Manager or Authorized Government Representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Helicopter Flight Manager or authorized Government Representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C22.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the Helicopter Flight Manager/Authorized Government Representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

#### C23 Unavailability and Damages

C23.1 **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 representative that services are once again available.

### MEASUREMENT AND PAYMENT

#### C24 Measurements for Payment

C24.1. **Helicopter Measurement of Flight Time.** Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C24.2 **Fixed-wing Airplane Measurement of Flight Time.** Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C25 Payments (Flight, Guarantee, Standby & Co-pilot)

C25.1 The Government will pay for all flights ordered by the CO or the designated Government representative and flown by the Contractor at the rates set forth in Section A (AMD-10/11). The Government does not guarantee any minimum or maximum number of flight hours under this agreement.

C25.2 **Mobilization/Demobilization.** The Government will pay for mobilization and demobilization (ferry time) by the Contractor once order is placed and contractor accepts the order. The contractor will be paid flight time to and from the contractor's aircraft Base of Operations as specified on their AMD-10/11 or the location of the aircraft at the time of hire, whichever is in the best interest of the Government.

C25.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C25.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C25.5 Payment of Flight Time (See Pay Items in Section A)

C25.6 **Payment of Guarantee Averaged over Period of Hire.** When the Contractor (or Contractor's aircraft for without pilot rate) is required to remain overnight away from the Contractor's aircraft base of operations identified in Section A, the Government will pay the Contractor a flight hour guarantee when documented on the Aircraft Use Report Form for payment. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by the guarantee of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release (See C25.2, flight hours for mobilization/demobilization will still count towards guarantee).

C25.6.1 (**Helicopters**) A minimum guarantee will also apply when the aircraft is required to be available for the Government's exclusive use for four (4) or more hours during a day. Guarantee will be paid at the rates indicated in Section A5. **NOTE: This clause does not apply to Helicopters in Alaska.**

C25.6.2 Project services beginning on or after 1200 hours (noon) on the first day and/or services terminating before 1200 hours (noon) on the last day will be measured as one-

half day for purposes of calculating the guarantee. Project services beginning before 1200 hours (noon) on the first day and/or services terminating on or after 1200 hours (noon) 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.

C25.6.3 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

C25.6.4 Unflown guaranteed flight hours due will be billed upon **conclusion** of the project. A one-line entry should be included on the invoice/Aircraft Use Report Form, showing the flight time due with (GT, GTD or GTN) used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A. **NOTE: It is the Contractor's responsibility to calculate and claim guarantee due if any on the use report(s) and submitting via the DOI electronic invoice/use report system as stated in Section C5. It is not the Government's responsibility to ensure Contractors are claiming Guarantee due if any.**

C25.7 When the aircraft and crewmembers have arrived at the assigned project location and the fuel-servicing vehicle is enroute, the aircraft and crewmembers may be considered to be available for payment purposes.

C25.8 **Extended Standby.** Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C25.9 The minimum fuel service vehicle requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Contractor will not result in adjustments to the extended standby rate.

C25.10 **Standby.** (Applicable for Fixed-Wing Airplane Missions under 24 hours **and** Alaska Helicopters). The Government will pay for standby time when properly invoiced and reported on the Aircraft Use Report Form, at the agreed rates stipulated on the AMD-10 Airplane Rental Agreement Price Sheet or AMD-11 Helicopter Rental Agreement Price Sheet (**Alaska Only**). If the pilot is held away from the Contractor's base of operations or standby is specifically ordered at the base of operations, standby time will be computed subject to the following:

## SECTION C – CONTRACT TERMS AND CONDITIONS

C25.10.1 Standby will be earned when the pilot is held in a ready standby status, and is not required to remain away from base of operations overnight (i.e., at the airport ready to takeoff).

C25.10.2 The Contractor may offer more favorable standby terms (e.g., free standby equal to hours flown) either as part of the agreement on the AMD-10 or AMD-11, or in advance with Contracting Officer approval on a case-by-case basis.

C25.11.1 Standby will **not** be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

C25.11.2 When prolonged standby is anticipated, the government traveler may release the Contractor, upon the Contractor's request, to utilize the aircraft for their own purposes, provided the Contractor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Contractor is operating the aircraft for their own purposes.

C25.11.3 **Co-Pilot.** When a co-pilot is requested for Service under this agreement, the co-pilot will be paid at the hourly rate set forth on the AMD-10/11 for actual flight time performed.

### **C26 Relief Crew Reimbursement When Operating Away From the Contractor's Base of Operation.**

C26.1 **Relief Crew members.** A relief crew is not required. However, if requested by the Government and furnished by the Contractor, relief crewmember's reasonable cost of transportation to the work site will be paid by the Government. The complement must be the same as required in Section A.

C26.2 Costs are limited to the actual expense involved in transporting crewmembers, i.e. airline tickets, subsistence, car rentals, privately operated vehicles (POV) at the current Government mileage rate. (See <http://www.gsa.gov> for current rate).

C26.3 If transportation is provided by Contractor resources, the Contractor shall use a company invoice for the resource used, (i.e. charter airplane, C172 at \$105.00 per hour for 2 hours = \$210.00 due). Unless authorized in advance by the CO and Government user, the expense for Contractor resources shall not exceed reasonable costs by common carrier.

C26.4 Claims for relief crew transportation expenses shall be supported by itemized invoices. The invoice shall include date and location of the relief exchange and the itemized costs of relief transportation. The Contractor must complete and submit the Transportation Worksheet Exhibit, attach

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

Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 51 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the CO or authorized Government representative, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

**C27 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required to perform under this agreement, unless dry rate (Government provides fuel) is requested by the Contracting Officer or designated representative at time of ordering. The Government will not pay for fuel servicing vehicle mileage between designated bases.

C27.1 **Fuel Servicing Vehicle Mileage.** The Contractor will be paid the rate per mile stipulated 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. The maximum amount the Contractor will be compensated for fuel based upon vehicles fuel capacity will be at the 750 gallon and higher rate. It is not anticipated that larger fuel capacity will be required under this agreement. Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C27.2 The Contractor will be paid for local travel to and from the helibase/airport to the lodging facilities using the Fuel Service Vehicle at the rates stipulated in Section A up to a maximum of \$75 per day or roundtrip. When in excess of \$75.00, costs shall be supported by a paid itemized invoice submitted with the Aircraft Use Report and approved by the Government designated representative for that project. POVs used for local transportation to and from lodging facilities will be paid at the Government mileage rate up to \$75 per day. (See <http://www.gsa.gov> for current Government rate).

C27.3 If Government furnished fuel is provided, payments to the Contractor will be reduced by computing the gallons provided times the fuel rate provided on the AMD-10/11.

### **C28 Additional Pay Items (See Section A)**

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

**C28.1 Subsistence Allowance.** A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the contractor's aircraft base of operations subject to the following:

**C28.1.1** The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

**C28.1.2** No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

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

**NOTE:** Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

**C28.1.3** No lodging receipts are required to support the subsistence claim.

**C28.1.4** If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

**C28.1.5** Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

**C28.1.6** If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR can be found at the following site:

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/21287>

**C28.2 Seat Fares.** The Contractor may offer seat fares (fixed price tariff) under the Aircraft Rental Agreement when approved by the Contracting Officer as part of proposal of costs. When seat fares are used as the form of compensation, the flight shall not be subject to the exclusive use and control of the Government and/or its traveler. However, the aircraft used must have a current approved Aircraft Data Card and the pilot must be in possession of a current DOI AMD pilot card.

**C28.2.1** Seat fares on flights with a scheduled air carrier means that the certificate holder has offered in advance the departure location, departure time, and arrival location.

**C28.2.2** Seat fares shall be those rates, which have been submitted in writing in advance by the Contractor and accepted by the Contracting Officer. The Contractor may request to revise its seat fares by notifying the Contracting Officer in writing. Seat fares shall be paid at the current approved rate on file for the date on which the trip was taken. Contact the CO for specific requirements on how to submit this request in writing.

**C28.2.3** The seat fare will be reported on an aircraft use report form, supported by a ticket receipt, itemizing the seat fare price and the transportation tax. The DOI traveler shall be responsible for the completion of the aircraft use report form at the time the trip is taken.

### **C29 Miscellaneous Contractor Costs**

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

**C29.1 Aircraft Landing Fees.** The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

**C29.2 NOTE:** Alaska Contractors only: ISAT fees shall be incorporated into your hourly flight rates.

### **C30 Government Miscellaneous Charges**

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

### **EXHIBITS**

**C31** The following exhibits are enclosed and made part of this solicitation:

## SECTION C – CONTRACT TERMS AND CONDITIONS

### Section B

- First Aid Kit and Survival Kit
- Standard Interagency Load Calculation Form
- Helicopter Fuel Consumption and Weight Reduction Chart
- Unacceptable Lap Belt and Shoulder Harness Conditions
- Acceptable Paint Schemes
- Helicopter like Makes and Models
- Helicopter Synthetic Longline Requirements

### Section C

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT  
FIRST AID AND SURVIVAL KITS**

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

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

<b>Minimum Aircraft Survival Kit Items</b>
Matches (two small boxes in waterproof containers)
Magnesium fire starter
Laser rescue light
Signal mirror
Signal flares (6 each) Space blankets (one per occupant)
Candles
Whistle
One knife (includes “multi-tools” with knives)
Wire saw, axe, hatchet, or machete
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
Collapsible water container (sealing clear plastic bags(s))
Water purification tablets
Water (one quart per occupant required except when operating over areas with adequate drinking water)
Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)
At least one of the following shall be in the aircraft:
◦ Automated Flight Following (AFF or ISAT)
◦ 406 MHz device

**SECTION C – CONTRACT TERMS AND CONDITIONS**

o

(continued)

**EXHIBIT**

**FIRST AID AND SURVIVAL KITS**

(continued)

The following tables detail additional requirements for specific areas and environments.

**Alaska Specific**

Mosquito repellent  
Mosquito headnet for each occupant  
Food - each occupant (sufficient quantity to sustain life for one week)  
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

**October 15 to April 1**

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

**Oceanic Specific**

Flares carried shall be marine signal flares.  
Desalinator  
Sun block

**Tropical Specific**

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)

Interagency Helicopter Load Calculation Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		Fuel Consumption	Load Calculation
		<u>Gallon/Hour</u>	<u>Weight Reduction-Lb</u>
<b>EUROCOPTER</b>	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1/355F-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-120	31	NOT ESTABLISHED
	EC-130-B4	53	NOT ESTABLISHED
	EC-135	64	220
	EC-145	80	NOT ESTABLISHED
EC-155B1	95	NOT ESTABLISHED	
EC-225	183	NOT ESTABLISHED	
<b>BELL</b>	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	86	200
	204 Super B	90	200
	205A-1	88	260
	205A-1++	90	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
	210	90	260
	212	100	390
	214B	160	380
	214B1	145	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
	UH-1B	86	N/A
	UH-1B Super	88	N/A
	UH-1F	88	N/A
	UH-1H (-13 engine)	88	N/A
	UH-1H (-17 engine)	90	N/A
TH-1L	88	N/A	

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<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
	S-76C+	90	NOTESTABLISHED
	S-92	178	NOTESTABLISHED
<b>ROBINSON</b>	R-44	15	75

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

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**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**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	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**ACCEPTABLE PAINT SCHEMES**

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

<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 Department of the Interior, NBC, Aviation Management contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

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

<b>Make</b>	<b>Model</b>
Agusta	109
Bell	47 Series (All Recips)
Bell	47 Series Soloy
Bell	206A, 206B, 206BIII
Bell	206L, 206L-1, 206L-3, 206L-4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412,
Bell	214
Boeing	BV 107, BK 107
Boeing	BV 234, CH 47 Series
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA 315, SA 316, SA 319 (Alouette/Lama)
Eurocopter	SA 318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS 355 Series (Twin Star)
Eurocopter	SA 341 (Gazelle)
Eurocopter	SA 360
Eurocopter	SA 365 (Dauphin)
Eurocopter	AS 330, 332 (Puma)
Eurocopter	MBB 105 Series
Eurocopter	BK 117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH 1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweizer	330
Kaman	H 43 Series
Kaman	K1200
Sikorsky	S-55, H19 (Recip), S-55T
Sikorsky	S-58, H34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61, Series
Sikorsky	S-64
Sikorsky	S-76, Series
Sikorsky	S-70, UH-60 Series

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.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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 – CONTRACT TERMS AND CONDITIONS

### EXHIBIT

#### 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-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

**EXHIBIT**

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

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

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

*(See following page)*

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

- A. EMPLOYEE CLASS MONETARY WAGE
- |   |          |
|---|----------|
| Aircraft Pilot, GS-11                                 | \$ 27.03 |
| Fuel Servicing Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

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. 32 DATED 6/13/11**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.27

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 6/13/11**

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

Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$12.91  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.26  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.04

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.72  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.69  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.46

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: \$8.78  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.71  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.34

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.23  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.25  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.32

Area: Alaska

Applicable Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$19.60  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$21.22  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$22.43

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

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

#### WD 1995-0222 Rev. 32 and WD 1995-0221 Rev. 27

1. Health & Welfare: \$3.59 per hour or \$143.60 per week or \$622.27 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. 32

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. 27

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 C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**TRANSPORTATION WORKSHEET**

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

## SECTION D--INSTRUCTIONS TO OFFERORS

### SECTION D – INSTRUCTIONS TO OFFERORS

#### INTRODUCTION

##### D1. General Information

D1.1 The services of this Blanket Purchase Agreements (BPA) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR part 13.303 Blanket Purchase Agreements, Simplified Acquisition Procedures.

D1.2 If you wish to compete for a BPA, described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

D1.3 Multiple BPA Agreements. For purposes of this agreement, the BPA will be referred to as the Department of the Interior (DOI) Aircraft Rental Agreement (ARA). The ARA's purpose is to acquire short-term or intermittent aircraft flight services to support DOI and non-DOI customers who require flight services to accomplish their Government mission program requirements. The Government will evaluate offers and establish a sufficient number of agreements with various aircraft types to meet agency/bureau anticipated aircraft requirements at various geographic locations throughout the United States (to include Alaska). The Contractor's initial offer should contain the best terms and conditions from a price standpoint. *Offers that are considered unreasonable will not be considered for award.*

**NOTE:** Historical ARA use data for the preceding year will be used to determine requirements for aircraft types in different geographic locations throughout the United States.

**NOTE:** Proposals will be accepted and awarded throughout the posting period with a projected closing date on or about 25 October 2011. BPA awards may be issued as proposals are received, reviewed and accepted, however, not all proposals submitted will result in the issuance of an award. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the dated specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D1.4 Agreement Pricing. Unit prices for flight hours must be in whole dollars. If these unit prices are adjusted throughout the life of the agreement, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

D1.5 The Government reserves the right to award individual ARAs by e-mail, facsimile or hard copy. However, when

requested to do so by the Contracting Officer, the Contractor agrees to promptly submit the originally signed offer.

D1.6 If the Contractor chooses to transmit a facsimile offer or modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile.

### INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [Tailored SEPT 2005]

#### D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

#### D3 Proposals

To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and all requested items as stated in D4.

##### Send proposals to:

##### **Lower 48 States:**

By mail, hand carried or express delivery service:

**Department of the Interior  
Aviation Management Acquisition Office  
Attn: John MacBride  
300 E. Mallard Drive, Suite 200  
Boise, Idaho 83706-3991**

##### **Alaska:**

By mail, hand carried or express delivery service:

**Department of the Interior  
Aviation Management Acquisition Office  
Attn: Ryan Lorimer  
4405 Lear Court  
Anchorage, Alaska 99502-1032**

(Note: Do not send proposals via e-mail)

#### D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed. (1<sup>st</sup> page only is acceptable), fill out blocks 12 (if applicable), block 17a (no code or facility code required), and blocks 30a, 30b and 30c.

D4.2 Solicitation Section A AMD-10/AMD-11 aircraft pricing page(s) (as appropriate) completed where indicated with unit rates offered in U.S. whole dollars. **NOTE:** Should you choose not to offer a price for a specific item such as

## SECTION D--INSTRUCTIONS TO OFFERORS

WITHOUT PILOT rate(s) write in "N/A" for those blocks. Ensure contractor name, address, phone numbers, e-mails, aircraft tail number(s), aircraft make/model, etc. are all filled out. Ensure each AMD-10/AMD-11 is signed and dated at the bottom of the form. Use separate AMD-10/AMD-11 sheets for each aircraft type (make/model).

D4.3 Special Use Supplements (checked as appropriate) included in Section A.

D4.4 Copy of current CCR registration.

D4.5 Copy of FAA 14 CFR Part 135 Certificate and FAA 14 CFR Part 135 Operations Specifications with applicable offered aircraft tail numbers.

D4.6 Copy of aircraft insurance certificate (Hull Insurance for aircraft offered at the without pilot rate).

D4.7 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).

D4.8 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.9 A completed copy of the Reference Questionnaire included in Section E.

D4.10 Completed AMD-64A and or AMD-64B Pilot Qualification forms as appropriate. **NOTE: If you do not have a previous ARA or contract, leave the contract/agreement number blank.**

D4.11 Acknowledgment of Solicitation Amendments (if any).

### D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

### D6 Data Universal Numbering System (DUNS) Number

*Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that

may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

### D7 Special Notice to Offerors

#### D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

#### D7.2 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior.

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the

## SECTION D--INSTRUCTIONS TO OFFERORS

Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

“The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

### EVALUATION OF PROPOSALS

The Government will evaluate proposals and select the Contractors based on (1) offer acceptability, (2) evaluated price, and (3) offeror capability, as explained below.

#### D8 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 **Assent to Solicitation Terms.** Your offer must assent to all terms of this request for proposals and you must provide **all** information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 **Minimum Aircraft Requirements.** Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section B of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet **any** of the Minimum Aircraft Requirements specified in Section B of this solicitation. **NOTE:** Aircraft that have the 406 ELT installed, all else being equal, will receive more weighted preference than the contractor whose aircraft does not have the 406 ELT.

D8.3 Unacceptable offers will be eliminated without considering aircraft capability or price.

#### D9 Evaluated Price

D9.1 Prices will be evaluated to ensure they are fair and reasonable when compared to other like or similar aircraft models providing commercial flight services. Prices previously awarded by the DOI for aircraft services under the ARA and other contracts may be used for comparisons to make this determination.

## SECTION D--INSTRUCTIONS TO OFFERORS

D9.2 The Government reserves the right to reject offers that have materially unbalanced flight rates in comparison to other offers received or previously awarded prices.

### D10 Offeror Capability

The Government will evaluate your capability based on the following subfactors:

D10.1 **Organizational Experience.** The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and any past experience under similar contract terms. Only your firm's experience as an organization will be considered. For contractors who have performed under the DOI ARA program in the past, historical use data for the preceding year will be used to evaluate your experience. Contractors that have not performed in the past under the ARA program will be evaluated based on experiences as provided in your proposal.

D10.2 **Organizational Past Performance.** The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others.

### D11 Notice of Award

The Government will provide the successful Contractors with a written notice of award, signed SF 1449 and signed AMD-10/11(s) either by mail or other means, upon selection. This notice will result in a BPA without further action by either party. Any inspections and required carding of aircraft/pilots will be scheduled in accordance with Section C3. **NOTE:** No work under this agreement will be done until aircraft and pilot inspections have been completed. All awarded BPAs will be posted to include prices on the AMD web-site <http://amd.nbc.gov/index.htm> and may be accessed by the general public.

Contractor can find additional/appropriate Pdf forms at <http://amd.nbc.gov/>.

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

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

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C.7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of Manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability

and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business

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

operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it **is** , **is not**  a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it **is** , **is not**  a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it **is** , **is not**  a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it **is** , **is not**  a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** , **is not**  a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture.

*[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern.* *(other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is**  a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]* (Not applicable to this solicitation.)

(12) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

(i) it **is** , **is not**  a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) it **is** , **is not**  a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

*[The offeror shall enter the names of each HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It **has** , **has not** , participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

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

(ii) It **has** , **has not** , filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **has developed and has on file** , **has not developed and does not have on file** , at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not**  previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate*. (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** , **are not**  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** , **have not** , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** , **are not**  presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** , **have not**  presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when

full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. (Not applicable to this solicitation)

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act*. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror **does** , **does not**  certify that --

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** , **does not**  certify that --

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign Government;

International organization per 26 CFR

1.6049-4;

Other \_\_\_\_\_.

(5) Common Parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if –

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

OFFEROR NAME \_\_\_\_\_

**SECTION E EXHIBITS**

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

**OFFEROR’S MISCELLANEOUS INFORMATION**

<b>Offeror’s Company Name</b>		
<b>Offeror’s DUNS Number</b>		
<b>Offeror’s Complete E-mail Address</b>		
<b>Offeror’s Office Telephone Number</b>		
<b>Offeror’s Cell Phone or After Hours Number</b>		
<b>Offeror’s Facsimile (FAX) Number</b>		
<b>Offeror Contact Representative(s)</b>	<b>1. Name</b>	<b>Telephone</b>
	<b>2. Name</b>	<b>Telephone</b>

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

**REFERENCE QUESTIONNAIRE**

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

OFFEROR NAME:			DATE
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: <input type="checkbox"/> None	<input type="checkbox"/> Exclusive Use <input type="checkbox"/> Call When Needed	Use Dates: _____ TO _____	CHECK ALL THAT APPLY <input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	