

SECTION A - REQUIREMENTS AND PRICES

TABLE OF CONTENTS

SECTION A – REQUIREMENTS AND PRICES	3
CONTRACT ACRONYMS	3
SCHEDULE OF SUPPLIES/SERVICES	4
A1. ITEM REQUIREMENT	4
SECTION B: TECHNICAL SPECIFICATIONS	8
GENERAL REQUIREMENTS	8
B1 SCOPE OF CONTRACT.....	8
B2 CERTIFICATIONS	8
B3 ORDER OF PRECEDENCE (SPECIFICATIONS)	9
B4 CONTRACTS.....	9
EQUIPMENT REQUIREMENTS	9
B5 CONDITION OF EQUIPMENT.....	9
B6 AIRCRAFT EQUIPMENT REQUIREMENTS	9
B7 AVIONICS REQUIREMENTS.....	10
B8 FUEL SERVICE/SUPPORT VEHICLE REQUIREMENTS	12
PERSONNEL REQUIREMENTS	14
B9 PILOT REQUIREMENTS AND AUTHORITY	14
B10 PILOT QUALIFICATIONS	14
B11 PERSONNEL DUTY LIMITATIONS.....	15
B12 FLIGHT CREWMEMBERS DUTY AND FLIGHT LIMITATIONS	15
B13 MISSION CURRENCY TRAINING FLIGHTS (MCTFs).....	16
B14 RESERVED	16
B15 RESERVED	16
B16 FUEL SERVICE/SUPPORT VEHICLE DRIVER REQUIREMENT AND QUALIFICATIONS.....	16
B17 FUEL SERVICE/SUPPORT VEHICLE DRIVER DUTY LIMITATIONS	16
B18 RELIEF PIC REQUIREMENT.....	16
OPERATIONS	17
B19 PILOT AUTHORITY AND RESPONSIBILITY	17
B20 FLIGHT OPERATIONS	17
B21 SECURITY OF AIRCRAFT AND EQUIPMENT	18
B22 PERSONAL PROTECTIVE EQUIPMENT (PPE).....	18
B23 RESERVED	19
B24 RESERVED	19
B25 FUEL AND SERVICING REQUIREMENTS	19
AIRCRAFT MAINTENANCE REQUIREMENTS	19
B26 GENERAL - MAINTENANCE	19
B27 AIRWORTHINESS DIRECTIVES (ADs) AND MANUFACTURER'S MANDATORY SERVICE BULLETINS (MMSBs)	20
B28 MANUALS/RECORDS.....	20
B29 MAINTENANCE	20
B30 MAINTENANCE TEST FLIGHT	20
B31 TIME BETWEEN OVERHAUL (TBO) AND LIFE- LIMITED PARTS.....	20
B32 WEIGHT AND BALANCE	21

SECTION C – CONTRACT TERMS AND CONDITIONS	22
CONTRACT CLAUSES	22
C1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (52.212-4 JUN 2010) [TAILORED SEPT 2005]	22
C2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (52.212-5 SEP 2010)	24
ADDENDA TO CONTRACT TERMS AND CONDITIONS	27
C3 INSPECTION/ACCEPTANCE (52.212-4(A)), THE FOLLOWING IS ADDED:.....	27
C4 TAXES (52.212-4(K)), THE FOLLOWING IS ADDED	28
C5 TYPE OF CONTRACT	29
C6 AIRCRAFT INSURANCE	30
C7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9 SEPT 2007).....	30
C8 PREWORK MEETING	30
C9 AUTHORITIES AND DELEGATIONS	30
ADMINISTRATIVE MATTERS	31
C10 PERSONNEL CONDUCT	31
C11 CONTRACTOR SAFETY MANAGEMENT PROGRAM	31
C13 MISHAPS	32
C14. RESERVED.....	33
C15 ECONOMIC PRICE ADJUSTMENT - FUEL.....	33
CONTRACT PERIOD AND RENEWAL	33
C16 CONTRACT PERIOD	33
C17 ORDERS FOR SERVICES	34
C18 AUTHORIZED ORDERING OFFICES	34
C19. RESERVED.....	34
AVAILABILITY REQUIREMENTS	34
C20 AVAILABILITY REQUIREMENTS	34
C21 SCHEDULE OF OPERATIONS AND REACTION TIME... ..	34
C22 MAINTENANCE DURING AVAILABILITY PERIOD.....	34
C23 UNAVAILABILITY AND DAMAGES	35
MEASUREMENT AND PAYMENT	35
C24 DAILY AVAILABILITY	35
C25 FLIGHT TIME	35
C26. RESERVED.....	35
C27 ADDITIONAL PAY ITEMS	36
C28 GOVERNMENT MISCELLANEOUS CHARGES.....	37
INVOICE AND REPORTING REQUIREMENTS	37
C29 INVOICE SUBMISSION	37
C30 CONTRACT PRICING	38
C31 EXHIBITS.....	38

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
ASM	Aviation Safety Manager
ASO	Aviation Safety Office
ASTM	American Society for Testing and Material
ATC	air traffic control
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer’s Representative
COTR	Contracting Officer’s Technical Representative
CFR	Code of Federal Regulations
CTCSS	continuous tone coded squelch system
DDP	designated dispatch point
DM	degrees/minutes/decimal minutes
DOI	Department of Interior
DOT	Department of Transportation
ELT	emergency locator transmitter
EPA	Environmental Protection Agency
ERG	Emergency Response Guidebook
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FS	Forest Service
FTR	Federal Travel Regulations
GVW	gross vehicle weight
GPM	gallons per minute
GPS	global positioning system
IAB	Interagency Airtanker Board
IAT	interagency aviation training
ICAO	International Civil Aviation Organization
ICS	intercom system
IFR	instrument flight rules
IP	Institute of Petroleum
MMSB	Manufacturer’s Mandatory Service Bulletins
NBC	National Business Center
NFPA	National Fire Protection Association
NTSB	National Transportation Safety Board
NWCG	National Wildfire Coordinating Group
PA	public address system
PFD	personal flotation device
PIC	pilot-in-command
PPE	personal protective equipment
PSI	pounds per square inch
PTT	push to talk
RFP	Request for Proposals
RPM	revolutions per minute
SFI	Safety Foundation Incorporated
TBO	time between overhaul
TSO	technical service order
UL	Underwriter’s Laboratory

USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SOLICITATION NO. D11PS30171

SCHEDULE OF SUPPLIES/SERVICES

A1. ITEM REQUIREMENT

ITEM DESCRIPTION

<u>Aircraft Required:</u>	Turbine powered, Type 3 or 4 Single Engine Air Tanker equipped as specified in Section B
<u>Fuel Service/Support Vehicle:</u>	One vehicle per aircraft equipped as specified in Section B.
<u>Crew Complement Required:</u>	Pilot-in-Command (PIC) with Level I or Level II endorsement, Fuel Service/Support Vehicle Driver, relief PIC with Level I or level II endorsement and Relief Fuel Service/Support Driver.
<u>Reporting Location:</u>	Multiple throughout Continental USA
<u>Performance Period:</u>	Date of Award through February 29, 2012 with 2 One Year Options
<u>Minimum Aircraft Requirements:</u>	Must have a Standard and/or Restricted Airworthiness Certificate An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder. VFR, Day Payload of at least 500 US gallons, 4600 pounds Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, 500 gallons, and a 200 lb pilot Capable of operating as configured above at 7,000 feet pressure altitude and 30° Celsius Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius

NOTE: #2: All Exhibits applicable to this solicitation are included at the end of Section C.

SECTION A - REQUIREMENTS AND PRICES

OFFEROR NAME		
CONTRACTOR BASE OF OPERATIONS		USE PERIOD Date of Award or MARCH 1, 2011, whichever comes first, through FEB 28

NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.

AIRCRAFT FOR THIS PRICING SCHEDULE		
Make/Model	FAA Registration #/Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)
Make/Model	FAA Registration # Tanker #	Payload (gallons)

A2. Item 1 Pricing – Base Year and Two 1-Year Options

2011

ITEM 0001	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
BASE YEAR USE PERIOD – DATE OF AWARD OR MARCH 1, 2011 THROUGH FEBRUARY 29, 2012						
1AA	PRICE PER DAY FOR AVAILABILITY	AV	*Estimated 20	DAYS	\$	\$
1AB	PRICE PER FLIGHT HOUR	FT	*Estimated 40	Flight Hour	\$	\$
1AC	ADDITIONAL PAY ITEMS	SEE TABLE	ESTIMATED	-----	-----	-----
	TOTAL ESTIMATED PRICE –DAILY AVAILABILITY AND FLIGHT HOURS					\$

2012

ITEM 0002	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION YEAR ONE USE PERIOD – MARCH 1, 2012 THROUGH FEBRUARY 28, 2013						
2AA	PRICE PER DAY FOR AVAILABILITY	AV	*Estimated 20	DAYS	\$	\$
2AB	PRICE PER FLIGHT HOUR	FT	*Estimated 40	Flight Hour	\$	\$
2AC	ADDITIONAL PAY ITEMS	SEE TABLE	ESTIMATED	-----	-----	-----
	TOTAL ESTIMATED PRICE –DAILY AVAILABILITY AND FLIGHT HOURS					\$

SECTION A - REQUIREMENTS AND PRICES

A2. Item 1 Pricing – Base Year and Two 1-Year Options (Continued)

2013

ITEM 0003	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION YEAR TWO USE PERIOD – MARCH 1, 2013 THROUGH FEBRUARY 28, 2014						
3AA	PRICE PER DAY FOR AVAILABILITY	AV	*Estimated 20	DAYS	\$	\$
3AB	PRICE PER FLIGHT HOUR	FT	*Estimated 40	Flight Hour	\$	\$
3AC	ADDITIONAL PAY ITEMS	SEE TABLE	ESTIMATED	-----	-----	\$ -----
TOTAL ESTIMATED PRICE –DAILY AVAILABILITY AND FLIGHT HOURS						\$

***THE QUANTITY FOR AVAILABILITY AND FLIGHT HOURS WILL BE USED FOR EVALUATION PURPOSES ONLY (See D9.1)**

THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE

	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
A.	Extended Standby – Pilot	EP	INDEFINITE	HOUR	\$ 47.00
B.	Extended Standby – Driver	ET	INDEFINITE	HOUR	\$ 30.00
C.	Additional Driver	P01	INDEFINITE	DAY	\$350.00
D.	Retardant Labor during Unavailability (C27.9)	P01	INDEFINITE	DAY	\$350.00
E.	Subsistence Allowance	PD	INDEFINITE	Overnite	Per FTR
F.	Fuel Servicing Vehicle Mileage	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant	P55	INDEFINITE	GAL	\$.20
H.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost

SECTION A - REQUIREMENTS AND PRICES

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

Contracting Officer will complete when fuel adjustments are made - C14

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	\$4.73	Jet Fuel	
100LL Aviation Gasoline	\$5.29	100LL Aviation Gasoline	
EFFECTIVE DATE	Solicitation issue date	EFFECTIVE DATE	
SOURCE DOCUMENT	Original contract	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

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

		100LL AVIATION GASOLINE	JET FUEL
Million Air	San Bernardino, CA	5.56	4.77
Cutter Flying Service	Albuquerque, NM	5.99	5.52
Premier Aviation	Tucson, AZ	5.15	4.13
Sphere One Av.	Cedar City, UT	4.99	4.79
Western Aircraft	Boise, ID	5.55	4.76
Edwards Jet Cntr.	Billings, MT	4.65	4.34
West Star Aviation	Grand Junction, CO	4.99	5.25
Reno Aviation	Reno, NV	5.05	4.45
Wenatchee Jet Center	Wenatchee, WA	5.67	4.57
Average		5.29	4.73

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B: TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 B1.1 The intent of this contract is to obtain On Call flight services to support water/retardant application for fire suppression operations by airplanes approved for use as single engine air tankers (SEATs). Contractor services include provision of an aircraft, personnel, fuel service/support vehicle, fuel, and all other associated equipment, as prescribed in this solicitation.

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

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

B2 Certifications

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

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Aircraft must be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (STC).

B2.2.2 Type 3 Aircraft must meet Interagency Airtanker Board (IAB) requirements. Gates and flow control system must be IAB approved.

B2.2.3 The Government will also evaluate single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (STC).

B2.3 Operations Manual

The Contractor is required to have a written operations / maintenance manual. The manual must include at least the following procedures:

B2.3.1 Compliance with aircraft weight and balance limitations.

B2.3.2 Ensuring that required airworthiness inspections have been made and the aircraft has been approved for return to service.

B2.3.3 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight.

B2.3.4 Determining that mechanical irregularities or defects reported during previous flights have been corrected.

B2.3.5 Obtaining maintenance, preventive maintenance, and servicing of the aircraft, when the pilot is authorized to act for the operator.

B2.3.6 Refueling, detection of fuel contamination, and protecting from fire (including electrostatic protection).

B2.3.7 Compliance with flight manual "emergency procedures."

B2.3.8 The approved aircraft inspection program.

B2.3.9 One copy of the manual must be maintained at the operators principle operations base. Additional copies must be readily available to pilots, and support personnel while on contract away from base.

B2.3.10 One complete copy of the Operations Manual is required to be submitted with contractor's offer and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their Operations Manual to the CO during the life of the contract.

B2.4 Training Program

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

SECTION B – TECHNICAL SPECIFICATIONS

B2.4.1 The training program must have written, initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit 1 for the minimum requirements a training program must have.

B2.4.2 One complete copy of the contractor’s Training Program is required to be submitted with contractor’s offer and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their Training Program to the CO during the life of the contract.

B3 Order of Precedence (Specifications)

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

B4 Contracts

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

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy, and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 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, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit 2 for lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-

Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

B6 Aircraft Equipment Requirements

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

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank), or gyroscopic artificial horizon.

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward facing, conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.5.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers must be carried on board the aircraft.

B6.6 The PIC must ensure that the following equipment is current, operable, and accessible at the pilot station:

B6.6.1 Approved pilot's operating handbook (POH), including performance charts, as appropriate.

B6.6.2 Cockpit checklist containing the following procedures:

<u>Preflight:</u>	<u>Emergencies:</u>
Before starting engines	Fuel
Before takeoff	Electrical
Cruise	Hydraulic
Before drop	Mechanical
After drop	
Before landing	
After landing	
Stopping engine	

SECTION B – TECHNICAL SPECIFICATIONS

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.6)

B6.6.4 Current paper aeronautical charts covering expected area of operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved as a single engine air tanker as stated in Section A. IAB does not evaluate or approve Type 4 airtankers. The complete IAB document can be found at: www.fs.fed.us/fire/aviation/fixedwing/airtankers/index.html#iab. Field approvals or tentative approvals will not be accepted.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. Operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 Isolate pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on precharged bottles must have a positive means of checking system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his/her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme, conforming to the national standard. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit 3 for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

B7 Avionics Requirements

B7.1 General

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

B7.2 Avionics Installation and Maintenance Standards

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

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

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft’s static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

SECTION B – TECHNICAL SPECIFICATIONS

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f.). The ELT must be installed in a conspicuous or marked location, with the required battery expiration date marking located in such a manner that it is easily legible without de-mounting the ELT.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot, when seated, has full and unrestricted movement, has full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

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

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

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

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

B7.3.4 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements, refer to <https://www.aff.gov>.

B7.3.4.1 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.

B7.3.4.2 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.

B7.3.4.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FASD 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 FASD of system changes, scheduled maintenance, and planned service outages.

SECTION B – TECHNICAL SPECIFICATIONS

B7.3.4.4 Registration contact information, a Web-accessible feedback form, and additional information are available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.4.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF system 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 FASD.

B7.3.4.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B7.4 Navigational Systems

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

B7.5 Audio Systems

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the fuel-servicing vehicle. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz)

analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements as of January 8, 2010:

Datron G25RMV100, G25RMV110, G25ASU001
Midland STM-1050B, STM-1055B, STM-1115B
Relm/BK Radio: DMH5992*, DMH5992X HP*
*Smartmic option required

NOTE: As of the above date, no ICOM, Motorola, Kenwood, or other radios are known to meet these requirements.

B8 Fuel Service/Support Vehicle Requirements

B8.1 The support vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.10 for general vehicle requirements. Each vehicle must be equipped with a first aid kit as per Exhibit 5 and with a fire extinguisher of at least 20-B: C capacity meeting *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers* standards.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.3 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.4 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.5 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.6 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

SECTION B – TECHNICAL SPECIFICATIONS

B8.1.7 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.8 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.9 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.10 An operable refractometer must be carried on the support vehicle and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500 or www.reichertia.com. (Also see B20.9 for Pilot Requirements)

B8.1.11 No material must be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked.

B8.2 Fuel Servicing Vehicle: Equipment

B8.2.1 Each aircraft fuel servicing tank vehicle must have two fire extinguishers, each having a rating of at least 20-B:C, with one extinguisher mounted on each side of the vehicle. Extinguisher(s) must comply with *NFPA 10: Standards for Portable Fire Extinguishers*.

B8.2.2 Tanks mounted on vehicles must be designed to allow contaminants to be removed from the sump or sediment settling area.

B8.2.3 Hoses compatible with the aviation fuel being serviced. They must be kept free of cracks that show the underlying cord and in good repair.

B8.2.4 The fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Nozzle hold-open devices are not permitted.

B8.2.5 Fuel servicing vehicles configured to support single-point pressure refueling must be equipped with a deadman's switch control to shut off fuel flow the aircraft in the event the fuel handler is incapacitated.

B8.2.6 The fuel servicing vehicle tank capacity shall provide for a minimum of 6 hours of flight time. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) (with all required fuel and accessories) shall not be exceeded. The fuel and support-servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.2.7 The Contractor must be responsible for all cleanup of fuel, oil, and retardant contamination on airport ramps,

retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft, equipment, or personnel. Fuel servicing vehicles must carry sufficient petroleum product absorbent pad 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).

B8.2.8 An accurate fuel metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the aircraft.

B8.2.9 Fuel servicing vehicles shall have adequate bonding cables and shall be utilized in accordance with *NFPA Manual 407*.

B8.2.10 Filter and pump sizes shall be compatible with the aircraft being serviced. A 10-gallon-per-minute flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable.

B8.2.11 Gasoline engine-driven pumps shall have an ignition system designed to prevent arcing and an approved spark arrestor muffler. All gasoline-powered refueling pumps shall have a metal shield between the pump and engine.

B8.3 First aid kit as per the Exhibit 5.

B8.4 Fuel Servicing Vehicle: Filtering System

B8.4.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.4.2 The filter manufacturer's operating, installation, and service manual must be carried in the fuel servicing vehicle and followed.

B8.4.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK, or Facet Spin-On cartridges FGS-O-405 and FGS-O409, and Facet FG-210-2, FG215-2, FG-220-2, FG-O-512-2, FG-O-609-2, and FG-O-614-2.

B8.4.4 The filter vessel must be placarded indicating the filter change date.

B8.4.5 Differential pressure gauges must be installed and operational on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 psi and above.

B8.4.6 The filter assembly must be mounted to allow room for draining and pressure flushing of the unit. If installed,

SECTION B – TECHNICAL SPECIFICATIONS

water sight gauge balls must be in full view of the fuel handler while fueling the aircraft.

B8.4.7 Three-stage (filter, water separator, monitor) systems (API/IP 1581 or Mil-F-8901E qualified). Fueling systems must utilize a three-stage system such as a Facet part number 050970 M2 (900442-FG-220) using Facet cartridges for a 20-gallon-per-minute pump or equal. A Facet part number 050971-M2 (900443-FG-210) using Facet cartridges for a 10-gallon-per-minute pump or equal. All three-stage filter elements should be from the same manufacturer. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B8.4.8 Single-stage system or three-in-one filter canister systems (API/IP 1583 qualified) must utilize a single element system such as a Velcon or Facet filter canister with Aquacon or Facet Fuel Gard (FG-O-xxx) 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. Facet Fuel Gard canister with a Facet FG-O-512-2 or Facet Spin-On cartridge FGS-O-405 and FGS-O-409 for 10 to 15-gpm flow rate. Facet 21 series canister with a FG-O-609-2 cartridge for 40-gpm flow rate. Facet 22 series canister with a FG-O-612 for 50-gpm flow rate.

B8.4.9 At least one spare filter, seals, and any other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing or support vehicle.

B8.5 Fuel Servicing Vehicle: Markings

B8.5.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.5.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by 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.

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

B8.5.3 Fuel Servicing vehicles are not required to have signage identifying the contractor. If signage is present it must identify the contractor.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B10 Pilot Qualifications

B10.1 General.

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

B10.2 Minimum Qualifications.

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

B10.2.1 An FAA commercial pilot certificate or higher and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate, issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown, or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d) and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single-engine land ASEL, or single-engine sea ASSES or both, as appropriate). Factory school for the Fire Boss may be substituted for 200 hours of ASSES.
B10.2.6.4	25 hours...in the same make and model to be flown (for amphibious aircraft, a minimum of 10 scooping and delivery cycles are required).
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant, agricultural materials or low-level military operations such as close air support or attack missions.

SECTION B – TECHNICAL SPECIFICATIONS

B10.2.6.6 200 hours... in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See Exhibit 6 for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, evaluating conditions such as wind, temperature and density altitude.
B10.2.6.7 100 hours...in airplanes in the last 12 months.
B10.2.6.8 10 hours in airplanes in the preceding 60 days.
B10.2.6.9 For amphibious aircraft... 5 hours...in make and model in the preceding 30 days.
B10.2.6.10 5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) at the discretion of the pilot inspector, dropping of two full loads of fire suppressant material under the inspector's observation. The drops must be in an aircraft supplied by the Contractor at no expense to the Government.

B10.3 Reserved

B10.4 Aerial firefighting knowledge and training.

B10.4.1 Prior to AMD approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

1. Annual company SEAT Training Program.
2. Annual oral SEAT practical test administered by the National SEAT Program Manager, or designee.
3. SEAT Triennial National Training Course. Must be completed by 12/31/14.
4. Triennial National SEAT Academy.
5. Initial Computer Based Training Courses: SEAT Training 1-4, A-109 and A-111. <https://www.iat.gov>

Note: Please contact SEAT Program Manager at 208-387-5872, for course descriptions, cost, training schedules, oral testing and registration information.

B10.5 Approved primary pilots must be designated as Level I or Level II. Pilot Levels are described below and are based on the criteria shown:

B10.5.1 **Level II.** Pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.8; (2) exhibit a cooperative, professional and positive attitude toward aviation safety and accomplishment of the mission; (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions; (4) consistently make accurate drops and (5) successfully completed all elements of B10.4.

B10.5.2 **Level I** (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have operated as a Level II pilot for 1 calendar year and have successfully flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot's log book or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (DOI or the USFS must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract or an approved cooperating agency SEAT program.

B10.6. All Pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard administered by an AMD Pilot Inspector or designee. The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>.

B11 Personnel Duty Limitations

B11.1 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

B12 Flight Crewmembers Duty and Flight Limitations

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

SECTION B – TECHNICAL SPECIFICATIONS

B12.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.1.3 The above limits notwithstanding, pilots are expected to notify the SEAT Manager if they become fatigued prior to reaching the duty day limit.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

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

B12.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B12.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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

B13 Mission Currency Training Flights (MCTFs)

Mission Currency Training Flights must be conducted as an overall training exercise for all aspects of SEAT operations

including the dispatch procedures, loading operations, ramp management, flight operations, flight following, air-to-air and air-to-ground communications. Mission Currency Training Flights must be conducted every 14 days, (or can be conducted in sequence with relief cycles) for primary pilots **if no fire missions have been flown in that time period.** (Transition flights or point-to-point flights do not qualify as “mission” flights.) The contractor will be paid for all MCTFs.

B13.1 Mission Currency Training Flights (MCTFs) shall be conducted in accordance with the *Interagency SEAT Operations Guide*.

B14 Reserved

B15 Reserved

B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications

For each day the aircraft is required to be available, the Contractor must furnish a fuel service/support vehicle driver(s). Drivers may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

B17 Fuel Service/Support Vehicle Driver Duty Limitations

B17.1 Fuel service/support vehicle drivers must comply with Department of Transportation (DOT) Safety Regulations 49 CFR Parts 390-399, including duty limitations. It is the Contractor’s responsibility to ensure that employees comply with DOT regulations

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B18 Relief PIC Requirement

B18.1 The relief PIC may be either Level I or Level II qualified.

B18.2 The Contractor must provide a qualified relief crew consisting of a pilot and fuel service/support vehicle driver that is available to perform duties on the regular crewmember’s scheduled days off.

SECTION B – TECHNICAL SPECIFICATIONS

B18.3 The Contractor must provide a planned schedule of relief duty days to the COR and/or the Project Inspector (PI) at the start of the use period.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

OPERATIONS

B19 Pilot Authority and Responsibility

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

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

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

B19.3 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.4 Must fly normal airport traffic patterns. While flying to and from operations, pilot must remain a minimum of 500 feet above the surface.

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

B19.5.1 He/she possesses a valid FAA mechanic certificate with appropriate airframe and/or powerplant ratings.

B19.5.2 Any time during which 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) must apply against the pilot's flight limitations (e.g., 3 hours of mechanic duties counts 1 hour against flight time limitations).

B19.5.3 A certificated mechanic, other than the pilot-in-command of that aircraft, performs scheduled inspections.

B19.6 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight is not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance.

The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.6.1 Empty weight of the aircraft (in the required configuration).

B19.6.2 Pilot with required personal protective equipment.

B19.6.3 Necessary flight kit materials.

B19.6.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.6.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.6.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.6.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

B20 Flight Operations

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

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.2.1 All Pilots must be mission current when they arrive at the Designated Dispatch Point or Reporting Location. Relief pilots may arrive one day before their duty day to become mission current at the Contractor's expense.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered. In order to achieve greater accuracy, the pilot should, when possible, ascertain from fire

SECTION B – TECHNICAL SPECIFICATIONS

officials (Incident Commander, Airtanker Coordinator, or Air Tactical Group Supervisor) the precise drop location.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the Minimum Descent Altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 nautical miles of the radius of the fire.

B20.7 Only water will be loaded and dropped from amphibious aircraft.

B20.8 The pilot must not land the aircraft loaded, unless an emergency precludes jettisoning the load.

B20.9 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.10 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.11 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.12 Day Only Use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.13 To maintain airplane readiness and mission proficiency during the contract period, the Government will order mission currency training flights be performed if the pilot has not been mission active within the last 14 days. Government ordered mission currency flights will be paid at the rates set forth in Section A.

B20.14 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent air tanker bases.

B20.15 Aircraft may be released to Contractor for relief pilot proficiency flights at no cost to the Government, if approved in advance by Government representative. The Contractor will not be charged unavailability for these flights.

B21 Security of Aircraft and Equipment

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

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to prevent unauthorized use of the aircraft is acceptable provided the devices are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

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

B21.1.2 Unacceptable locking devices and methods are:

Locking aircraft doors
Fenced or gated parking area
Guard Dog

B22 Personal Protective Equipment (PPE)

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

B22.1 Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

B22.2 Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be

SECTION B – TECHNICAL SPECIFICATIONS

compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

B22.3 Pilots must wear a 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 come above the ankles and leather, polyamide, or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

B22.4 Pilot must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

B22.5 Pilots of amphibious aircraft must wear a personal flotation device (PFD), inflatable life vest or jacket for all water operations. The equipment must be maintained in serviceable condition in accordance with the manufacturer's instructions. Automatic inflation (water activated) PFDs are not authorized.

B23 Reserved

B24 Reserved

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

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

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

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide, except that portion that states no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

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

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The *NFPA 407: Aircraft Fuel Servicing* requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

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

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

B25.2.4 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B25.2.5 There must be no simultaneous "hot" loading and refueling.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 As a minimum, SEATs must receive annual **and** 100-hour inspections, and must be maintained in accordance with an FAA-approved/accepted inspection program. All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR parts 43.9, and 43.11 and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual, and 14 CFR 91.405 must be used to accomplish continued airworthiness.

SECTION B – TECHNICAL SPECIFICATIONS

B26.2 Prior to the initial inspection, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.3 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul, must be accomplished upon reaching the factory-recommended time/cycles or, in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with manufacturer's or approved STC holder's current maintenance instructions.

B26.3.2 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

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

B27.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the 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.

B28 Manuals/Records

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

B28.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the

approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

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

B29.2 The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

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

B29.4 All fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*

B30 Maintenance Test Flight

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

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

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

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

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

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name,

SECTION B – TECHNICAL SPECIFICATIONS

part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft will be weighed in contract configuration within 90 days of the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and 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.

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 SEP 2010)

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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

(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(8) [Reserved]

(9) (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.

(10) (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.

(11) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

(12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010)(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.

(13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14).

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

(15)(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.

(16) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT

2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

(19) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

(20) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(21) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(23) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(24) 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).

(25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(27) 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.)

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

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

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

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

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

(31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513)

(32) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

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

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

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

(34) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(35) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and

SECTION C – CONTRACT TERMS AND CONDITIONS

statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

(38) 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)).

(39) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(40) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(41) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(42) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(43) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

(44)(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) (41 U.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) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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);

SECTION C – CONTRACT TERMS AND CONDITIONS

(vii) [Reserved]

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

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

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

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

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

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

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

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

ADDENDA TO CONTRACT TERMS AND CONDITIONS

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

C3.1 Inspection Scheduling and Process

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

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.1.3 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.

The Contractor must ensure that:

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

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

C3.1.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.1.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.2 Equipment

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

C3.2.2 The contractor will be required to provide a copy of their Supplemental Type Certificate (STC) and IAB Approval Certificate, when applicable, at the time of inspection.

C3.2.3 Fuel service/support vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.3 Personnel

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

SECTION C – CONTRACT TERMS AND CONDITIONS

for any of the total pilot flight hour requirements listed in this contract.

C.3.3.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series 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. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.3.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested. Effective 1 October 2010, DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.3.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

C3.3.5 Each fuel service/support 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.

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 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 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 C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.5 Reinspection Expenses

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

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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 contract (aircraft having a 6,000 lbs, or more certificated gross take off

weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

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 Type of Contract. (52.216-1 APR 1984) The Government contemplates award of a firm-fixed hybrid contract resulting from this solicitation.

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

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

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

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

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C6 Aircraft Insurance

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

C7 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

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

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

C7.1 Contractor Personnel Security Requirements

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

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

C8 Prework Meeting

A prework meeting between the Government and the Contractor may be held prior to the start of work. The Contractor's primary crew members may attend the prework meeting. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.

C9 Authorities and Delegations

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

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

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

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

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

(h) Project Inspector (PI). If necessary, due to distance or geographic dispersion of sites, the COR may designate individuals (in writing) as Project Inspectors to monitor the contract in their absence. SEAT Managers may be delegated by the COR to be Project Inspectors. These individuals may not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. If delegated by the COR, the PI may sign/approve AMD-23 Aircraft Use Reports and/validate payments within the Aviation Management System (AMS).

(i) SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

*If the pre-use inspection reveals equipment problems the manager should call the appropriate AM Area office and consult with an AM technical specialist.

ADMINISTRATIVE MATTERS

C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities.

The Contractor may be required to replace employees who do not comply with these rules of conduct.

C10.1.2 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.

C10.1.3 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.

C10.2 Suspension of Pilot

C10.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C10.2.2 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).

C10.2.3 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).

C10.2.4 When requested, the contractor must surrender the pilot's 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.

C11 Contractor Safety Management Program

C11.1 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.

C11.2 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C12 Safety Management System (SMS) Components.

C12.1 The Contractor must provide a written submittal in response to the Safety Management System (SMS)

SECTION C – CONTRACT TERMS AND CONDITIONS

Components identified in the Questionnaire in Exhibit 7. The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence or describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract.

C12.2 The Contractor is required to provide written updates that are made to their SMS components to the CO during the life of the contract.

C12.3 This SMS Components Questionnaire and any supporting documentation will be evaluated as described in Section D.

C13 Mishaps

C13.1 Mishap Definitions

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

C13.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident
Operator
Serious Injury
Substantial Damage

C13.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C13.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C13.1.4 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.

C13.1.5 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.

C13.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C13.2 Mishap Reporting

C13.2.1 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.

C13.2.2 The ASM must immediately be notified when an "Incident with Potential" occurs.

C13.2.3 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C13.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C13.3 Forms Submission

C13.3.1 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".

C13.3.2 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".

C13.4 Preservation Requirements

C13.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C13.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C13.5 Mishap Investigations

SECTION C – CONTRACT TERMS AND CONDITIONS

C13.5.1 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.

C13.5.2 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.

C13.6 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.

C13.7 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.

C14. Reserved

C15 Economic Price Adjustment - Fuel

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

C15.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

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

Million Air	San Bernardino, CA	909-382-2400
Cutter Flying Service	Albuquerque, NM	505-842-4184
Premier Aviation	Tucson, AZ	520-889-6327
Sphere One Av.	Cedar City, UT	435-586-4504
Western Aircraft	Boise, ID	208-338-1800
Edwards Jet Cntr.	Billings, MT	406-252-0805
West Star Aviation	Grand Junction, CO	970-243-7500
Reno Aviation	Reno, NV	775-825-6400
Wenatchee Jet Center	Wenatchee, WA	509-886-0233

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

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

C15.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown below. The Government will round the adjusted price cents up to the next whole dollar.

C15.5.1 The hourly flight rate will be adjusted upward or downward at contract renewal and July 1 when the reference price is more than 10 percent above or below the base price.

C15.6 Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

CONTRACT PERIOD AND RENEWAL

C16 Contract Period

C16.1 The contract period will be from date of award through February 29, 2012, unless otherwise extended as allowed herein.

C16.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth in this contract. No adjustment will be made to the start and/or end date specified above as a result of the actual inspection and approval or work dates.

C16.3 During the contract period, aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week until released.

C16.4 The Government will not consider any contract aircraft to be under its operational control unless an order for service has been placed by those designated to place orders and the order for service has been accepted by the Contractor. Government operational control begins upon arrival at the work site for services, continues as long as the aircraft and pilot are available and capable of providing service, and ends upon the release from the work site.

SECTION C – CONTRACT TERMS AND CONDITIONS

C17 Orders for Services

C17.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C17.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C17.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C17.4 The Government **does not guarantee** the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C17.5 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C18 Authorized Ordering Offices

C18.1 Orders may be placed only by offices authorized to place orders as defined herein. Orders would normally be placed by an ordering official within a Federal Government Dispatch Office. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

C19. Reserved

AVAILABILITY REQUIREMENTS

C20 Availability Requirements

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

maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C20.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 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.

C20.2 A relief crew is required. On crewmembers mandatory days off the Contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

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

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 COR has approved in advance release of the Contractor's personnel.

C22 Maintenance During Availability Period

C22.1 The COR/PI 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 COR/PI may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may 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 COR/PI, (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.

C22.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control,

SECTION C – CONTRACT TERMS AND CONDITIONS

major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

C23 Unavailability and Damages

C23.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C23.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C23.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc) contractor may not be considered unavailable. The contractor needs to notify the COR/PI of the situation immediately.

MEASUREMENT AND PAYMENT

C24 Daily Availability

C24.1 When an order has been accepted, the Contractor is obligated to perform in accordance with the contract. Daily availability will be paid at the rates specified in Section A. The Government doesn't guarantee any minimum or maximum number of availability days during this contract. Payment for availability begins when the SEAT starts its mobilization flight to the destination airport and ends upon return to the airport of origin subject to the provisions of this section. Payment for availability will be made as actual services are provided and submitted on invoice forms. No advance payment of availability will occur. Availability will be reduced for each hour or portion thereof service is listed as unavailable as shown below. The Conversion Chart for Unavailability included under exhibits to this section will be used to arrive at the deduction to be made.

C24.1.2 On the first day, services beginning after 1200 hours will be measured as one-half day availability. On the last day, services terminating before 1200 hours will be measured as one-half day availability. When an aircraft is released from an incident, availability and demobilization costs will be paid back to the original point of departure providing that is the immediate destination after release. Should the airplane not immediately return to the original departure point, availability and demobilization costs will only be paid as they actually occur.

C24.1.3 After the airplane has been released, one-half day availability will be paid for days in which four (4) hours or less of flight occurs. No Availability will be paid on days in which no flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability.

C24.1.4 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C25 Flight Time

C25.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C25.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

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 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C25.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C26. Reserved

SECTION C – CONTRACT TERMS AND CONDITIONS

C27 Additional Pay Items

Claims for additional pay items addressed herein and in Section A 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.

C27.1 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 designated base.

C27.1.1 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).

C27.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes 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.

C27.1.1.2 No lodging receipts are required to support the subsistence claim.

C27.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C27.1.3 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.

C27.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$46.00

Lodging: \$77.00

Total: \$123.00

HIGH RATE

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/21287>.

C27.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including

Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C27.2 Fuel Service/Support Vehicle Mileage. The Contractor will be paid the rate per mile stipulated in Section A for a fuel servicing vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the contractor's base of operations.

C27.2.1 The Contractor may be paid for one round trip per day to the nearest motel accommodations if transportation to and from accommodations is not provided.

C27.3 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C27.3.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C27.3.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C27.3.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

C27.4 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

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

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

C27.4.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 11, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

SECTION C – CONTRACT TERMS AND CONDITIONS

C27.4.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C27.4.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, 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.

C27.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractors base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C27.6 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.

C27.7 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C27.7.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

C27.7.2 **Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C27.7.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C27.7.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C27.8 **Additional Driver/Loader** When the Government requires an additional driver/loader, the Contractor may furnish them if available. All terms and conditions of the contract will apply to their use except as set forth below.

C27.8.1 A lump sum payment as specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. **Extended standby does not apply to the additional driver/loader.** The lump sum payment does not apply to relief drivers brought in by the contractor on the primary driver's mandatory days off.

C27.8.2 A subsistence allowance will be paid in addition to the daily rate.

C27.8.3 The Contractor will be paid the reasonable cost of transportation to the base of operations and return. The Contractor shall complete and submit the Transportation Worksheet (See Exhibits), attach supporting invoices, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code).

C27.8.3.1 Costs are limited to actual expenses involved in transporting the additional crew (i.e. airline tickets, car rental, privately owned vehicle mileage (POV) at the current Government rate.)

C27.9 Retardant Mixing and Loading When ordered by the Government to mix, test and load water, retardants or suppressants into **other contractor's aircraft**, the contractor will be paid a per gallon flowage fee at the rate specified in Section A. If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge must be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C28 Government Miscellaneous Charges

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

INVOICE AND REPORTING REQUIREMENTS

C29 Invoice Submission

C29.1 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration. Services provided must be shown on a daily basis.

C29.2 **AMS Electronic Invoice Submission.** The Contractor shall make electronic payment invoice requests through a

SECTION C – CONTRACT TERMS AND CONDITIONS

controlled Department of the Interior (DOI) electronic invoicing and reporting system called the Aviation Management System (AMS). The AMS is a web-based system and is located at <http://ams.nbc.gov>.

C29.2.1 Access must be authorized by a DOI, NBC, awarding Contracting Officer (CO) and is by named individual(s) identified by the Contractor after award of a DOI, NBC, AMD contract. Once CO authorization is complete, a user(s) account will be created and users will be notified that they can access the system. The CO will notify the Contractor of any denials for access that are made.

C29.2.2 Contractor is responsible for notifying the CO of names to be added and of names to be deleted, if no longer valid for the Contractor.

C29.2.3 Detailed instructions for use of the AMS may be obtained on the Internet at the AMS website link. This site includes user manuals, training resources and contact information for the AMS help desk for additional support. All users can access reports on the status of their payments. Contractors may also receive information about AMS through the awarding contract office.

C29.2.4 AMS “non-fleet aircraft use reports” are initiated by the Contractor documenting daily services provided as set forth by their contract, and when submitted for payment becomes the Contractor’s invoice.

C29.2.4.1 Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc. shall be attached electronically to the applicable non-fleet aircraft use report. Failure to include such documentation would result in rejection of the aircraft use report back to the Contractor for inclusion and resubmission.

C29.2.5 To ensure the timely processing of invoices, the AMS uses an automated “workflow” process to route invoices for review, approvals and payments; as required by the Prompt Payment Act.

C30 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C31 EXHIBITS

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

Section B

- 1- SEAT Operators Training Program (see B2.4.1)
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

Section C

- 7-Safety Management System Questionnaire
- 8-Statement of Equivalent Rates for Federal Hires
- 9-Department of Labor Wage Determination Information
- 10-Unavailability Conversion Chart
- 11-Transportation Worksheet

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 1

SEAT OPERATOR’S TRAINING PROGRAM

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating SEAT operators to implement a company-based training program. This program will be similar to the training program requirements 14 CFR 135, which is a requirement for air carriers. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

COMPANY TRAINING PROGRAMS MUST HAVE AT LEAST THE FOLLOWING:

- I. Written curriculums for each type aircraft and fuel service/support vehicle and personnel position.
 - A. Pilot Training Curriculum
 - 1. Initial
 - 2. Recurrent
 - B. Fuel Service/Support Vehicle Operator Training Curriculum
 - 1. Initial
 - 2. Recurrent
- II. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
 - A. Basic Indoctrination
 - 1. Duties and responsibilities
 - 2. 14 CFR 91 and 137
 - 3. Content of operation manual
 - 4. Content of Government contract
 - A. Airman General
 - 1. Weather
 - 2. Mountain flying/low level
 - 3. Airspace/air traffic control
 - 4. Navigation – GPS
 - 5. Communication – VHF FM
 - 6. Flight following/automated flight following (AFF)
 - 7. Agency ramp procedures
 - 8. Flight and duty limitations
 - 9. Hazardous materials
 - 10. Safecom procedures
 - B. Aircraft Ground
 - 1. Weight and balance
 - 2. Flight planning
 - 3. Performance
 - 4. Engine and propeller Operation
 - 5. Major aircraft systems
 - 6. Operating limitations
 - 7. Normal and emergency procedures
 - 8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

SEAT OPERATOR’S TRAINING PROGRAM – Continued –page 2

C. Emergency Procedures - Flight

1. Equipment/personal protective equipment (PPE)
2. First aid/survival
3. Review of related accidents and their cause and effect

D. Flight Standard Operating Procedures

1. Preflight inspection
2. Mixing/loading retardant
3. Starting aircraft
4. Taxi procedures
5. Before takeoff checks
6. Takeoff procedures
7. Climb procedures
8. Slow flight and stalls
9. Mountain and low level flight
10. Drop procedures
11. Emergency dump procedures
12. Inadvertent instrument meteorological condition (IMC)
13. Emergency procedures
14. Descent procedure
15. Landing procedure
16. Postflight procedure

E. Qualification and Checking

1. Minimum pilot qualifications
2. Knowledge examinations - fire, flight and systems
3. Company flight check

III. Each *initial* and *recurrent* fuel service/support vehicle operator training curriculum must have at least the following curriculum segments:

A. Basic Indoctrination

1. Duties and responsibilities
2. DOT regulations
3. Hazardous materials handling and regulations
4. Content of operation manual
5. Content of Government contract

B. Vehicle Operation

1. Daily inspection
2. Operation of batch mixing equipment
3. Operation of aircraft fueling equipment

C. Emergency Procedures - Ground

1. Equipment/PPE
2. First aid
3. Spills
4. Fires

SECTION C – CONTRACT TERMS AND CONDITIONS

SEAT OPERATOR’S TRAINING PROGRAM – Continued Page 3

D. Qualification

1. Operator qualifications
2. Knowledge examinations – Pilot and Fuel Service/Support Vehicle
3. Company practical test

E. Requalification

1. Operator qualifications
2. Knowledge examinations – Pilot and Fuel Service/Support Vehicle
3. Company practical test

IV. All training must be documented in a training record for each individual.

V. Completion standards must be established.

VI. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.

VII. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training is not accomplished within 12 calendar months, personnel must complete initial or requalification training and checking. Any training completed in the month before or the month after it was due shall be considered completed in the month due.

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

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

SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 3

High Visibility Paint Schemes for SEAT Aircraft

White: True White or Matterhorn White
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)
Sherwin Williams SW-U00150
Omega “Mega Max” 9036 Gloss White
Rust-oleum 7792 – Gloss White
Air Tractor “Snow White” G8044 US Paint

Red: Orange/Red
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)
Omega “Mega Max” 2030 (Bright Poppy)
NAPA (Martin Senour Prism Paint) RED #65-51026

Black: Gloss Black
PPG CA 8000 B00701 CAGBCX
Sherwin Williams Gloss Black

White and Red Paint Scheme

OVERALL: The fuselage, wings, and tail surfaces must be painted white.

Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. **

Tanker numbers: Wings

Minimum of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

Tanker Number:

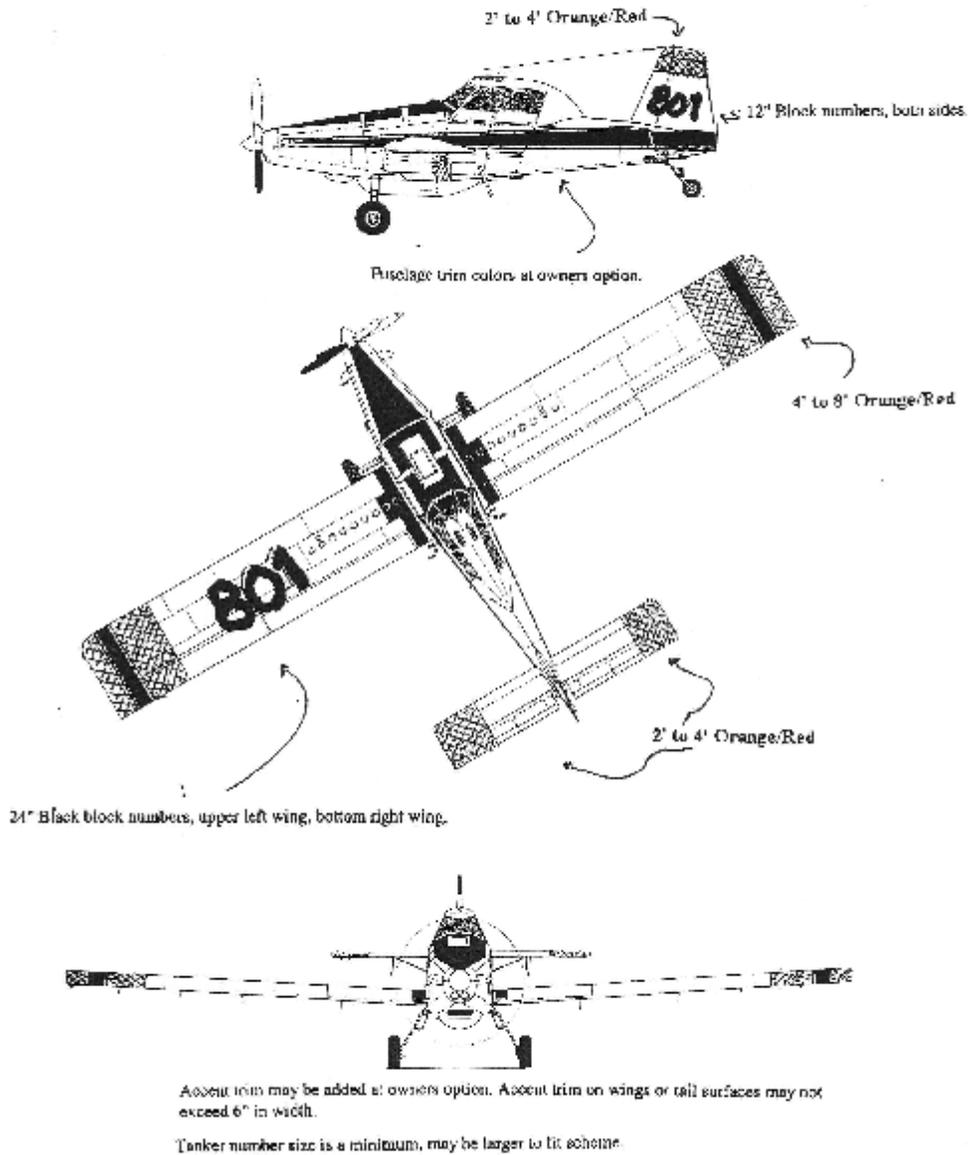
The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

**Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

Note: Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

High Visibility Paint Schemes for SEAT Aircraft (cont.)

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 5

The Items below must be available in the SEAT Fuel Service/Support Vehicle

Minimum First Aid Kit Items

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

The kit must be readily accessible.

<u>Item</u>	<u>Quantity</u>
Adhesive bandage strips, (3" long)	8
Antiseptic or alcohol wipes (pkts)	10
Bandage compresses, 4"	2
Triangular bandage, 40" (sling)	2
Roller bandage, 4"x 5 yd (gauze)	2
Adhesive tape, 1"x 5 yd (std roll)	1
Bandage scissors	1
Body Fluids Barrier kit:	1
2 - pair latex gloves	
1 - face shield	
1 - mouth-to-mouth barrier	
1 - protective gown	
2 - antiseptic towelettes	
1 - biohazard disposable bag	

NOTE: Splints are recommended if space permits.

RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.
490 Gallatin Field Rd.
Belgrade, MT 59714

2. McCall Mountain/Canyon Flying Seminars, LLC
P.O. Box 1175
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 7 – Page 1 of 2

3.2 SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
IS-BAO	Standard				
3.2.1	Safety Policy and Objectives				
a&b	a. Are key safety personnel appointed? b. Do you have an internal emergency response plan?				Describe and provide evidence.
3.2.2	Risk Management				
a.	Has the company developed and maintained procedures for: Hazard identification, risk assessment and mitigation?				Describe and provide evidence.
3.2.3	Safety Assurance				
a.	Has the company developed and maintained a means of: monitoring and measuring safety performance, Identifying and managing organizational changes that may affect safety, ensuring continual improvement?				What action has your company taken and/or plans to take to eliminate accidents? Describe and provide evidence.
3.2.4	Safety Promotion				
a.	Has the company developed and maintained a formal means of safety communication?				Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe how your company's compensation practices discourage risk taking. Describe and provide evidence.
4.1	Organization and Personnel				
a.	Does the company have an organizational structure that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
4.1.1	Where the organization has more than one operating base has the management structure addressed the management responsibilities at each location?				Describe and provide evidence.
4.3	Crew Member Qualifications				
a.	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates, meet all recency requirements and have fulfilled the operator's training and proficiency requirements? Have they been effective?				What are your minimum hiring standards for SEAT pilots? Briefly describe your program for qualifying your pilots to fly the aircraft. Does this program include stall, high AOA handling training? What are your company's currency/recency standards? How do you evaluate pilot performance? Describe and provide evidence.
4.4	Maintenance Personnel Qualifications				
4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?				Provide percent of maintenance personnel with A&P credentials and percent with IA certification. Provide evidence.

SECTION C – CONTRACT TERMS AND CONDITIONS

Exhibit 7 – Continued – Page 2 of 2

5.1	Training Programs			
5.1.1	Does the company have a training program that ensures that personnel are trained and competent to perform assigned duties?			Briefly describe your pre-season workup training program. Do you provide your pilots training in fire suppression techniques and procedures above and beyond that administered by BLM? Do you train your pilots, both initially and annually, on preparation of invoices, flight use reports, and SAFECOMs? Describe and provide evidence.
9.1	Maintenance Control System			
9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?			Briefly describe your home base maintenance program. In-house or sub-contracted? If not in-house, specify name and address of primary maintenance facility. Inspection program is to what standard (137, 91 or 135)? Facility FAA or manufacturer certified Describe your quality assurance program and provide evidence.
9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?			Will you do scheduled inspections in the field? Who is responsible for unscheduled maintenance? Pilots qualified for routine servicing? Describe and provide evidence.
10.1	Company Operations Manual			
	Company Operations Manual Does the manual contain the following: operational control system and SOPs			Does your company have policies that prescribe how and how often pilots will communicate with home base? Do your pilots deploy with laptop computers to those bases where internet access is available? Describe and provide evidence.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

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. 30 DATED 6/15/10

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

DOL WAGE DETERMINATION NO. 1995-0221, REV. 25 DATED 06/15/10

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
Applicable Occupation: Truckdriver, Light * Minimum Hourly Wage: \$12.72
Truckdriver, Medium ** Minimum Hourly Wage: \$17.00
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.77

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$13.52
Truckdriver, Medium ** Minimum Hourly Wage: \$17.43
Truckdriver, Heavy *** Minimum Hourly Wage: \$18.19

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: \$8.65
Truckdriver, Medium ** Minimum Hourly Wage: \$15.48
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.10

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$10.08
Truckdriver, Medium ** Minimum Hourly Wage: \$16.01
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.06

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 30 and WD 1995-0221 Rev. 25

1. Health & Welfare: \$3.50 per hour or \$140.00 per week or \$606.67 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 30

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. 25

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 10

UNAVAILABILITY CONVERSION CHART

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

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 11

TRANSPORTATION WORKSHEET

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