

## SECTION A – REQUIREMENTS AND PRICES

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

|       |   |
|-------|---|
| ASM   | Aviation Safety Manager                               |
| AC    | Advisory Circular                                     |
| ACETA | Aerial Capture Eradication and Tagging of Animals     |
| AD    | Airworthiness Directive                               |
| AMD   | Aviation Management Directorate                       |
| A&P   | airframe and power plant                              |
| APCO  | Association of Public-Safety Communications Officials |
| ASM   | Aviation Safety Manager                               |
| ASO   | Aviation Safety Office                                |
| ASTM  | American Society for Testing and Material             |
| ATC   | air traffic control                                   |
| CFR   | Code of Federal Regulations                           |
| CO    | Contracting Officer                                   |
| COR   | Contracting Officer's Representative                  |
| COTR  | Contracting Officer's Technical Representative        |
| CFR   | Code of Federal Regulations                           |
| CTCSS | continuous tone coded squelch system                  |
| DM    | degrees/minutes/decimal minutes                       |
| DOI   | Department of Interior                                |
| DOT   | Department of Transportation                          |
| ELT   | emergency locator transmitter                         |
| EPA   | Environmental Protection Agency                       |
| ERG   | Emergency Response Guidebook                          |
| FAA   | Federal Aviation Administration                       |
| FAR   | Federal Acquisition Regulations                       |
| FS    | Forest Service  |
| FTR   | Federal Travel Regulations                            |
| GVW   | gross vehicle weight                                  |
| GPM   | gallons per minute                                    |
| GPS   | global positioning system                             |
| HIGE  | hover-in-ground effect                                |
| HOGE  | hover-out-of-ground effect                            |
| IAT   | interagency aviation training                         |
| ICAO  | International Civil Aviation Organization             |
| ICS   | intercom system                                       |
| IFR   | instrument flight rules                               |
| IP    | Institute of Petroleum                                |
| MMSB  | Manufacturer's Mandatory Service Bulletins            |
| NBC   | National Business Center                              |
| NFPA  | National Fire Protection Association                  |

|      |   |
|------|---|
| NTSB | National Transportation Safety Board                |
| NWCG | National Wildfire Coordinating Group                |
| PA   | public address system                               |
| PFD  | personal flotation device                           |
| PIC  | pilot-in-command                                    |
| PPE  | personal protective equipment                       |
| PSD  | plastic sphere dispenser                            |
| PSI  | pounds per square inch                              |
| PTT  | push to talk  |
| RFP  | Request for Proposals                               |
| RPM  | revolutions per minute                              |
| SFI  | Safety Foundation Incorporated                      |
| STEP | Single-skid, Toe-In and Hover Exit/Entry Procedures |
| TBO  | time between overhaul                               |
| TSO  | technical service order                             |
| UL   | Underwriter's Laboratory                            |
| USDA | United States Department of Agriculture             |
| VFR  | visual flight rules                                 |
| VNE  | velocity never exceed                               |
| VOX  | voice activation                                    |
| VSWR | voltage standing wave ratio                         |

**SECTION A – REQUIREMENTS AND PRICES**

**SCHEDULE OF SUPPLIES/SERVICES**

**A1. Aircraft Requirement: Light Turbine and/or Reciprocating Engine Helicopters**

|  |   |
|--|---|
| <b>USER:</b><br>Bureau of Land Management  | <b>ON CALL CONTRACT PERIOD:</b> December 1, 2008 through November 30, 2009<br>(365 calendar days) |
| <b>CREW REQUIREMENT FOR EACH AIRCRAFT:</b> Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver   |   |
| <b>MINIMUM AIRCRAFT REQUIREMENTS</b>   |   |
| <p>-Three Seats: One pilot seat and two (insured) passenger seats.</p> <p>-Minimum obstruction to forward and lateral visibility for pilot and passengers</p> <p>-Helicopters provided must meet the HOGE performance below in at least one of the categories identified below:</p> <p>-Minimum Hover out of ground effect (HOGE) performance shall be calculated using the Government’s Standard Interagency Load Calculation Method and Form using the Helicopter Fuel Consumption and Weight Reduction Chart included in Exhibits along with the aircraft’s applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide with helicopter loaded as follows:</p> <p>One pilot weighing 200 pounds, one passenger at 220 pounds, one survival kit at 25 pounds, and fuel for 1.9 hours of flight.</p> |   |
| Category 1. +20 degrees C HOGE at 5,100 feet pressure altitude<br>Category 2. +20 degrees C HOGE at 7,000 feet pressure altitude   |   |
| Helicopters such as the Bell 47G3B-1 or -2, Bell 47 Soloy, Hiller UH12E or UH12E Soloy, Bell 206 series, MD-500 series, or equal should typically fulfill the above requirements; however, offerors should assure their specific helicopter is capable of meeting the above minimum requirements   |   |

**ATTENTION**

Offers may include multiple aircraft pricing for different makes and models of aircraft. The Government however reserves the right to accept and make award only for makes and models that are considered most suitable for fulfilling the work to be done. It is totally at the Government's discretion to determine aircraft make and model suitability and the number of aircraft needed to fulfill the expected program needs. Most wild horse/burro program needs are expected to be satisfied by use of a reciprocating engine and/or Soloy turbine type aircraft, which meet or exceed the minimum aircraft requirements shown above. We expect that awards will include aircraft types such as turbine 3- or 4-passenger place aircraft, i.e., Bell 47G3B-1 or -2, Bell 47 Soloy, Hiller UH12E, Hiller UH12E Soloy, Bell 206 series, MD-500 series.

**SECTION A – REQUIREMENTS AND PRICES**

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

Contracting Officer will complete at time of award and again when fuel adjustments are made in accordance with C12

|   |    |                       |                     |                        |                     |                                   |                                 |
|---|----|-----------------------|---------------------|------------------------|---------------------|-----------------------------------|---------------------------------|
| <b>Type Aircraft</b>  |    |                       |                     |                        |                     | <input type="checkbox"/> Jet Fuel | <input type="checkbox"/> Av Gas |
| <b>Fuel Source Location</b>   |    |                       |                     |                        |                     | <b>xxx-xxx-xxxx</b>               |                                 |
| <b>Base Price</b>   | \$ | <b>Effective Date</b> | Award Date          | <b>Source Document</b> | Original Contract   |                                   |                                 |
| <b>Reference Price<br/>(becomes the re-<br/>established base price)</b> | \$ | <b>Effective Date</b> |                     | <b>Source Document</b> |                     |                                   |                                 |
| <b>Difference in Base and<br/>Reference Prices</b>                      | \$ | X                     | consumption rate of | xx                     | <b>Increase Due</b> | \$                                |                                 |
| <b>Old Flight Rate</b>  |    |                       |                     | <b>New Flight Rate</b> |                     |                                   |                                 |

**SECTION A – REQUIREMENTS AND PRICES**

**ITEM DESCRIPTION**

**A2. Solicitation Pricing**

COPY THIS PAGE AND COMPLETE A SEPARATE PAGE FOR AIRCRAFT MAKE/MODELS THAT ARE DIFFERENT  
 – YOU MAY IDENTIFY MULTIPLE AIRCRAFT ON THIS PAGE FOR THE SAME MAKE/MODEL, LOCATION AND PRICE –  
**COMPLETE SHADED AREAS**

|  |                                    |                      |
|--|------------------------------------|----------------------|
| <b>CONTRACTOR'S NAME</b>   |                                    |                      |
| <b>CONTRACTOR'S OPERATING BASE/LOCATION</b><br>(Identify only one location per aircraft) |                                    |                      |
| <b>AIRCRAFT MAKE AND MODEL</b>   | <b>FAA REGISTRATION 'N' NUMBER</b> | <b>SERIAL NUMBER</b> |
|  |                                    |                      |
| SAME AS ABOVE  |                                    |                      |

| ITEM | DESCRIPTION   | PAY ITEM CODE | INITIAL YEAR<br>12/1/08 - 11/30/09 | 1 <sup>ST</sup> OPTION<br>12/1/09 – 11/30/10 | 2 <sup>ND</sup> OPTION<br>12/1/10 – 11/30/11 | 3 <sup>RD</sup> OPTION<br>12/1/11 - 11/30/12 |
|------|---|---------------|------------------------------------|--|--|--|
| 1.a. | Hourly helicopter flight/ferry rate – to include fuel vehicle & driver (enter whole dollars)  | FT            | \$                                 | \$   | \$   | \$   |
| 1.b. | Helicopter Trailing Lump Sum Amount (C25.4.2) (enter whole dollars)   | SC            | \$                                 | \$   | \$   | \$   |
| 1.c. | Helicopter Trailing Mileage Rate (this rate is paid for trailing mileage and is in lieu of the fuel servicing vehicle mileage rates shown below) (C25.4.3) (dollars and cents okay) | TM            | \$                                 | \$   | \$   | \$   |

| 1. | ADDITIONAL PAY ITEMS   | PAY ITEM CODE | CLAUSE REFERENCE | UNIT      | UNIT PRICE   |
|----|--|---------------|------------------|-----------|--|
| d. | Extended Standby – Pilot   | EP            | C19.3/C21.2      | HOUR      | \$ 47.00   |
| e. | Extended Standby – Fuel Vehicle Driver   | ET            | C19.3/C21.2      | HOUR      | \$ 30.00   |
| f. | Subsistence Allowance  | PD            | C25.1            | OVERNIGHT | Per FTR Schedule   |
| g. | Fuel Servicing Vehicle Mileage Project Rate (based upon truck capacity ordered & provided) | SM            | C25.2            | Mile      | 0-349 GAL \$ 1.35<br>350-749 GAL \$ 1.83<br>750 GAL and over \$ 2.45 |
| h. | Miscellaneous Expense  | SC            | C25.5            | EACH      | Actual Cost  |
| i. | Second Pilot for Training Purposes (when ordered)  | SC            | B9.3/C25.6       | DAILY     | \$ 500.00  |

**OPTIONAL - EQUIPMENT OPTION(S) FOR AIRCRAFT SPECIFIED ABOVE - see C26.7**

| ITEM DESCRIPTION | UNIT | UNIT PRICE |
|------------------|------|------------|
|                  | DAY  | \$         |
|                  | DAY  | \$         |

## SECTION B – TECHNICAL REQUIREMENTS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The purpose of this contract is to obtain and utilize helicopter on-call flight services to support transportation of personnel and/or cargo during wild horse and burro (WHB) program natural resource missions along with other administrative and related activities as directed by the Government. Specific flights may be for census (recon, inventory), gathering (herding, drive trapping, and capture), and to support other WHB administrative activities.

B1.2 The primary user of this contract is expected to be the Bureau of Land Management (BLM). The Contracting Officer (CO) may determine this contract to be appropriate to support other users accomplishing similar type programs as identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

B1.3 Fulfillment of these programs can only be accomplished through the establishment of an effective working relationship between the Government and the Contractor. Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.4 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 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

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

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

B2.4 The contract aircraft must have a Standard Airworthiness certificate. Installation of any equipment required by this contract must be FAA approved.

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

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI NBC-Aviation Management 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 copy of the contract and all modifications in each contract aircraft throughout the performance period.

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

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

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

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

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

##### B6 Aircraft Equipment Requirements

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

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

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

B6.3 Free air temperature gauge.

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

## SECTION B – TECHNICAL REQUIREMENTS

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

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

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

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

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

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

B6.11 High visibility markings on main rotor blades as specified by the Acceptable Paint Schemes Exhibit.

B6.12 High-skid-type landing gear, if manufactured for make and model.

B6.13 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.14 Locking cap(s) on all fuel inlet ports. (If manufactured for make and model)

B6.15 Cabin heater and window defogger.

B6.16 Cargo compartment, internal or external as specified below:

If internal:

B6.16.1 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin.

If external:

B6.16.2 Cargo rack. A side-mounted external rack attached to the aircraft. The racks must have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack is secured with tiedown net, straps, or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.

OR

B6.16.3 Cargo pod. An externally side-mounted pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and Dart Heli-Utility-Pod™.

OR

B6.16.4 Cargo basket. An externally side-mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tiedown net, straps, or bungees to secure cargo. Examples: Dart Heli-Utility-Basket™ and Aeronautical Accessories utility cargo basket.

Note(1): All internal or external cargo rack, pod, or basket construction methods will be as prescribed by Advisory Circular 43.13-1B and 43.13-2A or other FAA approval.

Note(2): Cargo racks, baskets, or pods may be removed for darting and paintball operations.

B6.17 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

B6.18 Engine intake filtering device or particle separator, capable of filtering sand and dust particles (if manufactured for make and model offered).

B6.19 A first aid kit containing items specified in the First Aid and Survival Kit Exhibit must be carried aboard the aircraft on all flights.

B6.20 A survival kit containing items specified in First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

B6.21 A convex mirror for the pilot to observe the sling load.

B6.22 One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. (See the cargo hook maintenance requirements in Section B29.)

B6.23 Two cargo nets with a minimum size of 10 feet by 10 feet and a capacity of 1,500 pounds.

B6.24 One leadline of at least 20 feet long, but not exceeding 50 feet, with swivel attachment rated at 1,500 pounds minimum.

### **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

## SECTION B – TECHNICAL REQUIREMENTS

upon request from DOI NBC-Aviation Management Avionics, or at <http://amd.nbc.gov/library/handbooks/aots.pdf>.

### B7.2 Avionics Installation and Maintenance Standards

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

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

### B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the same requirements as those detailed for passenger-carrying airplanes in 14 CFR Part 91.207 (excluding section f.). It must be installed in a conspicuous or marked location.

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

B7.3.3 One VHF-FM multimode aeronautical transceiver (FM-1), which provides selection of both narrowband (12.5 kHz) and wideband (25.0 kHz) bandwidth operation on each channel. All frequencies must be used in the analog narrowband mode, unless the Government notifies the Contractor otherwise on a specific incident/project.

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

B7.3.3.2 Carrier output power must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, and must provide both receiver and transmitter activation indicators. The transceiver's/encoder's operational controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.3 One Continuous Tone-Controlled Squelch System (CTCSS) subaudible tone encoder (which may be an integral part of the transceiver), with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, must be interfaced to the above transceiver.

B7.3.3.4 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements through December 31, 2009:

Eureka Radio ERS-96000NB w/external tone encoder  
NAT(Northern Airborne Technology) NPX-138N-050  
NAT(Northern Airborne Technology) NPX-138N-070  
NAT(Northern Airborne Technology) NTX-138-050  
Technisonics TFM-138 (serial number 1540 and up)  
Technisonics TFM-138B/C/D, TFM-500 (all)  
Technisonics TDFM-136 (P-25 digital) (all)  
Wulfsberg RT-5000/C-5000 with Guard option  
Wulfsberg RT-9600N w/C-962A control head

Bendix-King/BK Radio model KFM-985 multimode transceivers do not meet the referenced requirements.

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

(b) Effective January 1, 2010, only "digital" VHF-FM radios which are APCO Project 25 (EIA/TIA-102) compliant will be acceptable on this contract. The following models of VHF-FM aeronautical transceivers are known to meet those requirements: Technisonics TDFM-136 and NAT (Northern Airborne Technology) NPX-136D.

B7.3.4 Reserved.

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

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

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

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position

## **SECTION B – TECHNICAL REQUIREMENTS**

reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Boise Help Desk 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 Fire Applications Help Desk (FAHD) making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

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

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

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

B7.4 Navigational systems.

One Global Positioning System (GPS) receiver, which must utilize the WGS-84 datum, and reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning. The GPS must be securely mounted, utilize an approved, fixed, external (to the receiver) antenna, and be powered by the aircraft electrical system.

B7.5 Audio Systems

B7.5.1 An audio control system must be provided for the pilot and observer/copilot. The system must provide pilot and observer/copilot with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. The system must also provide pilot and observer/copilot with separate controls for adjustment of both ICS and receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. A transmitter selection control must be provided for the microphone/PTT inputs of pilot and observer/copilot. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for

the corresponding earphone. Transmitter sidetone audio must be provided for the user.

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

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

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

B7.5.3 Earphones, microphones, PTTs, and jacks:

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

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

B7.5.3.2 Separate PTT switches must be provided for radio transmitter and ICS microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for the other required positions must be mounted on the cord to the earphone/ microphone connector.

B7.6 Other Avionics

One external public address/siren system (PA) capable of developing 75 watts RMS voice power with less than 10 percent

## SECTION B – TECHNICAL REQUIREMENTS

distortion. The speaker must be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system must be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT switches as those employed in radio transmit operation. PA/siren systems which utilize their own, separate microphone are not acceptable.

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

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

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

B8.1.2 The Contractor must provide one fuel servicing vehicle (truck and trailer is acceptable) that is capable of transporting fuel over rough mountain roads as well as operating at normal highway/freeway speeds. In the event of simultaneous aircraft use, a fuel vehicle must be available to support each aircraft. Vehicle specifications follow:

B8.1.2.1 The vehicle's tank(s) must have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit. The vehicle must be capable of carrying all equipment and accessories (i.e., leadlines, cargo nets, and Contractor crew's overnight gear) necessary to support a lengthy assignment. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B8.1.2.2 The vehicle must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.1.2.3 All tanks must be securely fastened to the vehicle bed and must have a sump or sediment settling area.

B8.1.2.4 A 10-gallon-per-minute (gpm) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the helicopter being serviced.

B8.1.2.5 Gasoline-engine-driven pumps must be designed to pump fuel, have a shielded ignition system, spark arrestor muffler approved by the Forest Service (FS), and a metal shield between the engine and pump. Terminal connections must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products (Underwriter's Laboratory (UL), etc.).

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

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

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

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

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

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

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

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

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

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

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

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

B8.3.2 The filter manufacturer's Operating, Installation, and Service Manual must be carried in the fuel servicing vehicle and followed.

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

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

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

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

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

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

B8.3.9 Single-stage system or three-in-one filter canister systems (IP qualified) must utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pump's flow rate.

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

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

### B8.4 Markings

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

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

## PERSONNEL REQUIREMENTS

### B9 Pilot Requirements and Authority

B9.1 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.

B9.1.1 For a pilot that has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, FS, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, NBC-Aviation Management.

B9.2 Personnel duty limitations. The Government may remove any Contractor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

### B9.3 Second (Trainee) Pilot

The Contractor may utilize and fly with a second (trainee) pilot for the purpose of training the second pilot in capture techniques in order that the pilot can acquire the special pilot flight hour requirements, knowledge, skills, and abilities identified in Section B10. The second pilot must meet all minimum qualifications set forth in section B10 with the exception of B10.2.8. The second pilot will be inspected and approved by the COTR prior to being used. Use of a second (trainee) pilot must be requested in advance of the flight by the Contractor and approved by the BLM local project individual. No passengers will be aboard the aircraft during flights when a second (trainee) pilot is being trained. See Section C for payment.

## B10 Pilot Qualifications

### B10.1 General.

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

### B10.2 Minimum Qualifications.

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

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

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

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

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

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

B10.2.6 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified in Section B) while operating within the helicopter's capability. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification.

B10.2.7 Minimum PIC time accumulated as follows:

|                                       |
|---------------------------------------|
| (a) 1,500 hours . . . in helicopters. |
|---------------------------------------|

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|---|
| (b) 100 hours . . . in helicopters in the last 12 months.   |
| (c) 100 hours . . . in the weight class of the helicopter offered. Defined as: “small” - up to an approved gross weight of 7,000 pounds; “medium” - 7,000 pounds up to 12,500 pounds; “large” - over 12,500 pounds.   |
| (d) 100 hours . . . in turbine engine helicopters.  |
| (e) 50 hours . . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.). |
| (f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months. (See the Helicopter Like Makes and Models Exhibit.)  |
| (g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.  |
| (h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter.   |
| (i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.  |

**B10.2.8 Pilot Additional Special Qualifications**

|  |
|--|
| (a) 300 hours . . . in helicopters conducting animal herding, trapping, marking (i.e., paintball, etc.), or capture (i.e., drive netting, darting, net gunning, eradication, etc.) operations. Pilot flight time experience must include a combination of the above operations where the helicopter was consistently flown and maneuvered close to the ground surface. This experience should include conducting such operations in typical terrain. |
| (b) 75 hours . . . in helicopters while herding wild horses/burros.  |
| (c) 50 hours . . . In helicopters within the past 2 years in aerial animal eradication, live capture, darting, herding, or tagging/marketing operations in which the helicopter was consistently flown and maneuvered close to the ground surface.   |
| (d) Knowledge of habits of horses/burros and how to effectively and efficiently capture them by utilizing a helicopter   |
| (e) Ability to safely identify and maintain effective airborne visual contact with the wild horse/burro  |

B10.2.9 After contract award, and once the Contractor has had at least one pilot approved that meets both the minimum and special pilot flight hour requirements, the Contractor may request inspection and approval of additional pilot(s) that meet only the minimum pilot qualifications and flight hour requirements. These pilot(s) would only be approved for and could only accomplish census flight mission project requests.

B10.2.9.1 The Government’s individual flight order requests will identify the pilot skill (i.e. census or herding) that is required for the individual project. For orders placed and when pilot skill is for census only, no herding may be accomplished.

B10.2.9.2 Any pilot approved for census only that is determined to have attempted or accomplished herding activities will be required to surrender their DOI pilot qualification card identifying census approval and will subsequently be removed from performing under the BLM WHB on call contract. Additionally the Contractor could be subject to action under the 52.212-4(m) Termination for cause.

**B11 Personnel Duty Limitations**

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

**B12 Flight Crewmembers’ Duty and Flight Limitations**

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

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

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

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

B12.2 Flight limitations.

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

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

## **SECTION B – TECHNICAL REQUIREMENTS**

compensated; or any other flight time of a commercial nature, whether compensated or not.

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

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

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

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

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

### **B13 Mechanic Requirement**

A mechanic (other than the pilot) must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. The mechanic does not need to remain with the helicopter, but needs to be available when aircraft maintenance is required or needed.

### **B14 Mechanic Qualifications**

Any mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below.

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

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

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

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions for at least one (1) full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC-

Aviation Management-approved contractor's training program for the same make and model of contract helicopter or show evidence that he/she has 12 months' maintenance experience on a helicopter of the same make and model as the contract aircraft.

### **B15 Mechanic Duty Limitations**

Mechanics must not exceed the following duty time limitations:

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

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

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

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

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

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

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

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

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

B17.1 The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

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

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

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

### **B18 Reserved**

## SECTION B – TECHNICAL REQUIREMENTS

### OPERATIONS

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

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

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

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

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

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

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

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

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

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

#### **B20 Flight Operations**

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

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

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

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

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

B20.3 Dual controls must be removed or deactivated prior to contract performance. The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B20.4 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

B20.5 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.8 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.9 Smoking will not be allowed in the aircraft.

B20.10 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

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

## SECTION B – TECHNICAL REQUIREMENTS

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

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 antitheft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft.

Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

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

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

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

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

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

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

B22.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

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

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

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

### **B23 PPE for Ground Operations**

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

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

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

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

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

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

B24.2 The Contractor must ensure that each employee who may perform a function subject to this DOT exemption receives required training which can only be satisfied by completing Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

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

### **B25 Fuel and Servicing Requirements**

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet

## **SECTION B – TECHNICAL REQUIREMENTS**

A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

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

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

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide, except that portions stating that no passengers must be on board the aircraft during fueling operations are not applicable. 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 If requested by the Government and the Contractor has been approved, Rapid Refueling of Helicopters is permitted in accordance with *NFPA Manual 407*, chapter 5, section 21. Notwithstanding *NFPA Manual 407*, chapter 5, section 21.2(b)\*, Note: The following aircraft are known not to comply with *NFPA Manual 407 Chapter 5.21.1* and are not authorized for Rapid Refueling: Bell 47, Hiller UH-12, and MD-500 (369).

B25.2.2 Government personnel are not on board the aircraft during refueling operations.

B25.2.3 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.

B25.2.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### **AIRCRAFT MAINTENANCE REQUIREMENTS**

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

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

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

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

B27.2 The Contractor must provide and make available a list of the FAA ADs applicable to the contract aircraft in a format similar to that in 14 CFR 43.9, as revised.

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

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

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

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate 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 a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

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

B29.5 The fire extinguisher must be maintained in accordance

## SECTION B – TECHNICAL REQUIREMENTS

with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

### **B30 Maintenance Test Flight**

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

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

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

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

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

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

### **B32 Weight and Balance**

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

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

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

and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

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

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

### **B34 Helicopter Trailering**

Applicable only for Contractors proposing to trailer their helicopters.

B34.1 A helicopter trailer may be used to transport the helicopter to the worksite. The trailer must be designed to provide support/storage racks for the main rotor blades in such a manner that no loads are imposed on the transmission during transit. Upon removal of the helicopter from the trailer and prior to flight, the helicopter will be inspected.

B34.1.1 If the blades have not been removed, the pilot may perform the inspection in accordance with the daily inspection requirements of the manufacturer and an appropriate logbook entry must be made.

B34.1.2 If the blades have been removed, then the inspection and reinstallation of the blades is a maintenance function and must be performed by an appropriately certified FAA mechanic and an appropriate logbook entry must be made.

All Exhibits are included at the end of Section C.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

#### **C1 Contract Terms and Conditions – Commercial Items (52.212-4 OCT 2008) [Tailored SEPT 2005]**

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) *Payment.* –

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

(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

## SECTION C – CONTRACT TERMS AND CONDITIONS

otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

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

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

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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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 OCT 2008)**

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).  
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

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

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

(3) 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).

(4) [Reserved]

(5) (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.

(6)(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.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

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

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

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

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14).

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

(11)(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.

(12) 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).

(13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

(15) 52.219-28, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2).

(16) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008)(E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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(19) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

(23)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(27) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(28) 2.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

(29)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (AUG 2007) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

(30) 52.225-5, Trade Agreements (NOV 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(31) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

(34) 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)).

(35) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(7) 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 listed in

## SECTION C – CONTRACT TERMS AND CONDITIONS

paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

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

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

### **ADDENDA TO CONTRACT TERMS AND CONDITIONS**

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

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

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

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

C3.1.3 Approved aircraft, 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 vehicle data card is kept in the fuel servicing 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 (As applicable) Fuel servicing 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 for any of the total pilot flight hour requirements listed in this contract

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

## **SECTION C – CONTRACT TERMS AND CONDITIONS**

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

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

Low-level flight (within 500' of the surface)  
Mountain flying (helicopter)  
Resource reconnaissance  
Animal gathering and capture  
Animal herding

(a) For Animal Capture Eradication and Tagging of Animals (ACETA) activities (gathering, capture and herding), the COTR will normally schedule pilot evaluation flight(s) a minimum of three days prior to the start of the project or as agreed upon by the COTR. Flight evaluations will be conducted using live animals. Pilot(s) who have not completed a satisfactory DOI – Aviation Management flight evaluation for an ACETA activity within the preceding three-year period from the date of award of this contract or as determined by the COTR will be required to do so at the Contractor's expense.

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

C3.4 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.

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

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.5 Reinspection Expenses

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

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

### **C4 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.

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

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

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

#### **C5.1 Ordering (52.216-18, October 1995)**

Clause is incorporated by reference except paragraph (a) fill-in dates shall read December 1, 2008 through November 30, 2009 and if renewed for subsequent years, the above dates, except the years will change as applicable for the periods as identified in the Schedule of Items..

#### **C5.2 Requirements (52.216-21, OCT 1995), Alternate I (APR 1984)**

## **SECTION C – CONTRACT TERMS AND CONDITIONS**

Clause is incorporated by reference except paragraph (f) fill-in date shall read November 30, 2009 and if renewed, the same date, but the following year will apply, i.e. 2010, 2011, 2012.

### **C5.3 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.

### **C5.4 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 **four years**.

### **C5.5 Availability of Funds (52.232-18 APR 1984)**

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

### **C5.6 Availability of Funds (52.232-19 APR 1984)**

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

### **C6 Aircraft Insurance**

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

### **C7 Authority of Government Representatives**

#### **C7.1 Contracting Officer (CO)**

The CO is the appointed Government official with authority to enter into, administer and terminate this contract and is identified on the SF1449 form. **No one but the CO is authorized under any circumstances to:**

C7.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C7.1.2 Obligate in any way the payment of money by the Government.

C7.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C7.1.4 Terminate, for any cause, the Contractor's right to proceed.

#### **C7.2 Contracting Officer's Technical Representative (COTR)**

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

The COTR for this contract will be appointed at the time of award.

C7.3 The DOI, NBC – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

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

Phone: 208-433-5071

Fax: 208-433-5007

#### **C7.4 Bureau Government Representative(s)**

The nature of the services expected under this contract(s) will be to support multiple BLM users within the eleven western United States. No specific bureau designations will be utilized under the contract(s) awarded, however, the following positions within the BLM may be involved during contract performance.

**C7.4.1 State Aviation Manager(s) (SAM).** The BLM SAM for each western state will act as a central contact point as it related to projects occurring within their state/area of responsibility. At the time of contract award, a listing of the SAMs with addresses and telephone numbers will be provided to the successful Contractors. SAMs will:

1. Assist government project and field users as needed in ordering services and identifying areas of concern that should be discussed with the CO and/or COTR.

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2. Periodically review that project/field users have ordered services in accordance with the ordering procedures established in the contract.
3. Ensure project/field users provide evaluation feedback to the CO about Contractor performance.

**C7.4.2 Helicopter Manager/Helicopter Flight Manager.** For purposes of this contract, a Helicopter Manager/Helicopter Flight Manager is the authorized Government representative responsible for the implementation of work to be done under individual orders. The Manager is assigned the duties identified below, but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

C7.4.2.1 Direct the specific flight requirements as required to support an incident/project.

C7.4.2.2 Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the Manager will contact the appropriate AMD Regional Office and consult with an AMD technical specialist)

C7.4.2.3 Monitor services provided under the contract for conformance with contract requirements.

C7.4.2.4 Initiate and sign correspondence and other contract administrative documents over the title of Helicopter Manager/Helicopter Flight Manager.

C7.4.2.5 Ensure aircraft availability, flight time and other payable items are accurately recorded on prescribed forms and is agreeable to the amounts entered.

C7.4.2.6 Approve breaks during daily operations.

C7.4.2.7 Suspend operations for safety concerns or non-conformance of the contract.

C7.4.2.8 Complete an Evaluation Report on Contractor Performance (Form AMD-36A) at the end of an order and submit to CO. (see <http://amd.nbc.gov/library/forms.htm> for latest version of the form)

### **ADMINISTRATIVE MATTERS**

#### **C8 Personnel Conduct**

C8.1 Replacement of Contractor Personnel

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

C8.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is

unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C8.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### **C8.2 Suspension of Pilot**

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

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

C8.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

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

#### **C9 Safety and Accident Prevention**

C9.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

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

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

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

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

### **C10 Mishaps**

#### **C10.1 Mishap Definitions**

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

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

Aircraft Accident  
Fatal Injury  
Incident.  
Operator  
Serious Injury  
Substantial Damage

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

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

C10.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C10.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

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

#### **C10.2 Mishap Reporting**

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

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

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

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

#### **C10.3 Forms Submission**

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information

necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

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

#### **C10.4 Pilot Suspension**

See Suspension of Pilot clause above.

#### **C10.5 Preservation Requirements**

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

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

#### **C10.6 Mishap Investigations**

C10.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C10.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

#### **C10.7 Costs Related to Investigation**

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

#### **C10.8 Rescue and Salvage Responsibilities**

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

#### **C11 Federal Airport and Airway Excise Taxes**

## **SECTION C – CONTRACT TERMS AND CONDITIONS**

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.

C11.1 **Fuel Tax.** Fuel tax is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C11.2 **Transportation Tax.** If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the Contractor must add the tax to their invoice for payment as a separate item; and the Government will reimburse the Contractor for the amount of such taxes.

C11.3 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. These rulings do not exempt imposition of fuel taxes for which the Contractor is responsible under the above paragraphs.

Rev. Rul. 72-156 - Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the Code when hauling and dropping fire retardant.

Rev. Rul. 76-477 - Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the Code when Contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

### **C12 Economic Price Adjustment - Fuel**

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

C12.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C12.3 **Base Price.** The base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) for the aircraft offered. The base price for each Contractor will be established at the time of contract award and will be based upon the fuel price information submitted by each offer. (SEE D4.1.6).

"Base Price" of fuel has been established at a source at or near the Contractor's operating location and is as identified by the Contractor. (See Section A) The fuel base price may not be the Contractor's facility.

C12.4 **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 source as the base price. The reference price shall become the base price for the subsequent adjustment.

C12.5 **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 in the Helicopter Fuel Consumption and Weight Reduction Chart exhibit in Section B.

C12.6 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price shall apply to flight time occurring upon the date of receipt of such written notice.

C12.7 Fuel price increase will be subject to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site fuel price.

### **CONTRACT PERIOD**

#### **C13 On Call Contract Period**

C13.1 The on call contract period shall be for the period of time identified in Section A and if renewed, the period of time shown for each year. No adjustment will be made to the start or end date as a result of the actual award date, inspection and approval date(s) and/or work date.

C13.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere in this contract.

C13.3 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of provide provided Government scheduled services.

C13.4 Services during a project shall be exclusively in support of the Government project as directed subject to the availability requirements specified herein. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

### **ORDERS FOR SERVICE**

#### **C14 General Order Information**

C14.1 As the need for services become known, orders for service will be placed with the Contractors conforming to the Government's requirements for aircraft services. The Government does not guarantee the placement of any orders for use under this contract and is obligated only to the extent of authorized orders actually placed. The Contractor is not obligated to accept any order(s), but will be obligated to perform upon acceptance of an order.

C14.2 The aggregate of all orders under a contract is limited to a total of \$10 million for the base and all option years.

#### **C15 Authorized Ordering Activities**

C15.1 Orders for service may be placed only by offices and or individuals authorized by the BLM to place orders as defined herein. Orders would normally be placed by an ordering official

## **SECTION C – CONTRACT TERMS AND CONDITIONS**

within a Federal Government Dispatch Office or an individual with dispatch authority. Bureau representatives must have their bureau's authorization to place orders against the contract.

C15.1.1 The ordering entity is responsible for conducting, documenting in writing, and maintaining on file, individual project cost comparisons and Contractor selection rationale.

C15.2 Orders accepted by the Contractor from a source not identified herein, could result in nonpayment of service.

### **C16 Orders for Services**

C16.1 Selection of a Contractor for a Government order for service will be determined on a best value basis normally using aircraft capability based upon mission factors, Contractor availability, familiarity with the work area, and estimated cost (to include mobilization and demobilization factors) for the Government's projected period of need and a record of satisfactory order past performance. When determined and documented to be in the best interest of the Government, the Government reserves the right to select other than the lowest priced Contractor consistent with the provisions contained herein. An order may be made orally or electronically, but will be confirmed in writing by a Government resource order or other order documentation. After award, an order form will be available at <http://amd.nbc.gov/apmd/cwn/cwn.htm> and may be used to document the order. The Government will utilize a listing of awarded contracts to accomplish the analysis to determine the most advantageous Contractor for accomplishment of the project.

C16.2 Government orders **must** identify the pilot skill required for the mission. (i.e. 1) census (recon, inventory) mission only; 2) census (recon, inventory), but gathering (herding, drive-trapping and capture) may be required; 3) gathering (herding, drive-trapping and capture) only) Contractors must ensure they confirm the pilot skill required for every order that is accepted. Failure to do so could result in loss of a pilot's approval under this contract – see B10.2.9.

### **C17 Point of Hire**

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order (whichever is closer) and confirmed on the Government resource order/documentation.

### **C18 Government Cancellations**

C18.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include the original Agency Resource/Order Number is used. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C18.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C18.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C18.2.2 After Contractor's departure to work location: Flight time and fuel servicing vehicle mileage (only) necessary to return aircraft and fuel vehicle to the Contractor's point of hire location. (Outbound and return flight and mileage) (No availability, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time and fuel vehicle mileage incurred)

C18.2.3 Claims for cancellation charges shall be submitted by the Contractor to the ordering office for written concurrence, along with a copy of the cancellation notice. The ordering office will forward applicable cancellation invoices and AMD-23s to the payment office for processing.

## **AVAILABILITY REQUIREMENTS**

### **C19 Availability**

C19.1 For projects that are ordered and accepted, the Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled for a project. The total daily use period will be as scheduled by the Government, but may not exceed each individual crew member's daily duty/flight limitations. Pre and post flight activities shall be accomplished within the scheduled 14 hour duty day. Routine maintenance shall be performed before or after the daily scheduled use period.

C19.2 The ordered period of service for individual projects shall extend from the time services begin until released by the Government and will include required ferry time to and from the project site.

C19.3 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service each day. Extended standby is applicable only to those crew members (pilot and light fuel servicing vehicle driver) required for the project and will not be paid for a training pilot being utilized as provided under B3.2.2. 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.

C19.4 The Government will schedule daily operations with the pilot.

### **C20 Unavailability and Damages**

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

### MEASUREMENT AND PAYMENT

#### C21 General

C21.1 Pricing offered under Section A will remain in effect for each year's contract period. No price changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, Economic Price Adjustment-Fuel, etc.) or as otherwise determined by the CO to be in the Government's best interest. Contracts will not be modified after award with any change that may be perceived to give any one Contractor a competitive advantage over other Contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all Contractors.

C21.2 Measurement and payment will be made only when flight services have been ordered, accepted and provided under this contract.

#### C22 Daily Availability

C22.1 Availability of service during the established and agreed upon availability period (not to exceed 14 hours) is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions, and payment of extended availability if applicable. The flight rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) necessary to provide continuous service as well as those costs directly attributable to actual flight.

C22.2 Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C22.2.1 The minimum truck requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Contractor will not result in adjustments to the extended standby rate.

#### C23 Mobilization/Demobilization

Actual ferry flight time and fuel servicing vehicle mileage for individual projects will be paid at the rates specified in Section A from the Contractor's point of hire to the project site and return.

#### C24 Guarantee

C24.1 The Government will pay the Contractor a flight guarantee when documented on the invoice for payment and the AMD-23,

Aircraft Use Report. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by three (3) hours of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C24.2 The minimum guarantee specified above will apply on days the Contractor is required to remain overnight away from the Contractor's base of operations identified in Section A, or is required to be available for the Government's exclusive use for four (4) or more hours during a day.

C24.3 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that result in the loss of three (3) or more hours of availability.

C24.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C24.4 Unflown guaranteed flight hours due should be billed upon conclusion of the project. A line entry should be included on the invoice showing the flight time due with GT used as the pay item code. Payment for the guarantee due will be made at the project flight rate specified in Section A.

#### C25 Flight Time

C25.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C25.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C25.3 Flights Associated with Inspection. Flight time associated with Aviation Management (AM) (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C25.4 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

#### C26 Additional Pay Items

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

**C26.1 Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember identified in Section A, for each overnight, including mandatory days off, when assigned to an alternate base away from the Contractor's operating base/location.

**C26.1.1** The Government, at its option, may provide meals and/or lodging (which may be remote field camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice).
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

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

**C26.1.2** If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

**C26.1.3** Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

**C26.1.4** No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the Contractor's operating base in the evening and no overnight occurs.

### **STANDARD**

Meals and Incidental Expense: \$39.00  
Lodging: \$70.00  
Total: \$109.00

### **HIGH RATE**

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

**C26.2 Fuel Servicing Vehicle Mileage.** The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

Note: The Contractor's invoice for payment and AMD-23 forms should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$1.35 per mile.

**C26.3 Fuel Supply Expense.** The Contractor is responsible for the purchase and payment of all fuel required for performance of this contract regardless of the fuel source.

**C26.4 Helicopter Trailing.** Applicable to Contractors offering trailing capability. For purposes of determining order placement mobilization/demobilization costs, the Government will consider helicopter trailing when offered, over flight time, when the Government's project base is over 300 road miles from the Contractor's operating base/location. For projects located under 300 road miles, mobilization/demobilization costs will be computed using helicopter flight time.

**C26.4.1** The Contractor may ferry the helicopter in lieu of trailing, however, payment for ferry flight time shall not exceed the cost that would have been incurred to trailer the helicopter.

**C26.4.2** The lump sum amount specified in Section A will be paid each time the Contractor must load & unload the helicopter from the trailer. (Typically trailing would be two (2) – load & unloads for a project with each (load & unload) being paid at the lump sum rate offered.) (i.e. Load helicopter at Contractor's base and remove at Government project site; this is one load & unload and payment would be made for the lump sum amount AND upon conclusion of the project, load helicopter and trailer to Contractor's operating base/location and then unload helicopter; this is the second load & unload and payment would be made for the lump sum amount.)

**C26.4.2.1** Actual trailing mileage will be paid at the trailing mileage rate offered in Section A. The trailing mileage rate is used only when the helicopter is actually trailed and is in lieu of the fuel vehicle mileage rate established for projects.

**C26.5 Miscellaneous Expenses.** The Government will pay the Contractor for miscellaneous costs, such as licenses, airport use costs (tie-downs), landing fees, hazmat permits or similar type charges when ordered to operate from an airport other than the Contractor's operating base. Costs when in excess of \$75.00 shall be supported by paid itemized invoice(s).

**C26.6 Second Pilot in Training.** When requested by the Contractor in advance of the work and subsequently approved by the BLM, the Contractor will be paid the daily rate specified in Section A, Additional Pay Items when the Contractor utilizes a second pilot for training purposes as specified in B9.2. **No other costs such as extended standby and subsistence will be paid for the second pilot.**

**C26.7 Equipment Option(s) for Aircraft.** Contractor may offer additional equipment options such as agricultural navigation GPS equipment that would enhance WHB activities. When such offered equipment is accepted by the Government, the Contractor will be paid the rate identified in Section A when specifically ordered by the Government. The Government reserves the right to exclude

## **SECTION C – CONTRACT TERMS AND CONDITIONS**

offered equipment options if determined not to be an item that would be utilized or appropriate for this contract. Acceptance of offered equipment options will be based upon the determination that the equipment option is at a reasonable price. The Contractor will be paid the daily rate (for each day the equipment is utilized) as offered and identified in Section A. This amount is in addition to daily availability and flight time payment. The conformed contract will reflect details and pricing of accepted equipment options.

### **C27 Miscellaneous Charges**

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

## **BILLING AND REPORTING REQUIREMENTS**

### **C28 Electronic Invoicing and Payment Requirements / Internet Payment Platform (IPP) (September 2011)**

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

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

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

- a. Aircraft Use Reports (AMD Form 23E) documenting daily services provided as set forth by the contract. This form must have the appropriate Government Representative signature approving the services.
- b. 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.).

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

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

### **C29 Invoice Submissions**

The Contractor may submit invoices every two weeks starting the first day services begin or upon conclusion of a project. Services provided must be shown on a daily basis.

### **C30 Aircraft Use Report**

The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23 form. The Contractor shall continue to load the data from the AMD-23E into AMS until such time the Contracting Officer has provided written notification to discontinue the use of the AMD23-E and/or provide other means for documenting services performed.

### **C31 Contract Pricing**

Unit prices for flight hours and the lump sum amount for trailering must be in whole dollars (see D2.3.2). 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.

## **EXHIBITS**

The following exhibits follow and are made a part of this contract.

### **Section B:**

Standard Interagency Load Calculation Method and Form  
Helicopter Fuel Consumption and Weight Reduction Chart  
Unacceptable Aircraft Lap Belt and Shoulder Harness Condition  
Acceptable Paint Schemes  
First Aid and Survival Kits  
Helicopter Like Make and Models

### **Section C:**

Statement of Equivalent Rates for Federal Hires  
Wage Determination Information

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT Page 1 of 2**

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

| <b>INTERAGENCY HELICOPTER</b><br>LOAD CALCULATION<br>AMD-67/FS 5700 (10/06)   |                          | MODEL       |                          |
|---|--------------------------|-------------|--------------------------|
|   |                          | N#          |                          |
| PILOT(S)  |                          |             | DATE                     |
| MISSION   |                          |             | TIME                     |
| 1 DEPARTURE   | PA                       | OAT         | <input type="checkbox"/> |
| 2 DESTINATION   | PA                       | OAT         | <input type="checkbox"/> |
| 3 HELICOPTER EQUIPPED WEIGHT  |                          |             |                          |
| 4 FLIGHT CREW WEIGHT  |                          |             |                          |
| 5 FUEL WT ( _____ gallons X _____ lb per gal)   |                          |             |                          |
| 6 OPERATING WEIGHT (3 + 4 + 5)  |                          |             |                          |
|   | Non-Jettisonable         |             | Jettisonable             |
|   | <b>HIGE</b>              | <b>HOGE</b> | <b>HOGE-J</b>            |
| 7a PERFORMANCE REF<br>(List page/chart from FM)   |                          |             |                          |
| 7b COMP GROSS WT<br>(FM performance section)  |                          |             |                          |
| 8 WT REDUCTION<br>(Req for all non-jettisonable)  |                          |             |                          |
| 9 ADJUSTED WEIGHT<br>(7b minus 8)   |                          |             |                          |
| 10 GROSS WT LIMIT<br>(FM limitations section)   |                          |             |                          |
| 11 SELECTED WEIGHT<br>(Lowest of 9 or 10)   |                          |             |                          |
| 12 OPERATING WEIGHT<br>(From line 6)  |                          |             |                          |
| 13 ALLOWABLE PAYLOAD (11 minus 12)  |                          |             |                          |
| 14 PASSENGERS/CARGO MANIFEST  |                          |             |                          |
|   |                          |             |                          |
|   |                          |             |                          |
|   |                          |             |                          |
| 15 ACTUAL PAYLOAD (Total of all weights listed in Item 14)<br>Line 15 must not exceed line 13 for the intended mission. |                          |             |                          |
| PILOT SIGNATURE   |                          |             |                          |
| MGR SIGNATURE   | Hazmat<br>Yes ___ No ___ |             |                          |

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT Page 2 of 2**

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)  
Interagency Helicopter Load Calculation Instructions**

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ( $\pm 1,000'$  in elevation or  $\pm 5^\circ\text{C}$  in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

**1. Departure.** Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

**2. Destination.** Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of  $2^\circ\text{C}/1,000'$  to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

**3. Helicopter equipped weight.** Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

**4. Flight crew weight.** Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

**5. Fuel weight.** Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/gal).

**6. Operating weight.** Add items 3, 4 and 5.

**7a. Performance references.** List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

**7b. Computed gross weight** Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

**8. Weight reduction. The Government weight reduction is required for all “non-jettisonable” loads.** The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

**9. Adjusted weight.** Line 7b minus line 8.

**10. Gross weight limitation.** Enter applicable gross weight limit from **limitations section** of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

**11. Selected weight. The lowest weight, either line 9 or 10, will be entered for all loads.** Applicable limitations in the flight manual must not be exceeded.

**12. Operating weight.** Use the value entered in line 6.

**13. Allowable payload.** Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

**14. Passengers and/or cargo.** Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

**15. Actual payload.** Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

**Both pilot and helicopter manager must review and sign the form.** Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT  
HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART**

|                        | Fuel Consumption |                    | Load Calculation           |     |
|------------------------|------------------|--------------------|----------------------------|-----|
|                        |                  | <u>Gallon/Hour</u> | <u>Weight Reduction-Lb</u> |     |
| <b>EUROCOPTER</b>      | AS-330J          | 179                | NOT ESTABLISHED            |     |
|                        | AS-332L-1        | 160                | NOT ESTABLISHED            |     |
|                        | AS-350B          | 45                 | 130                        |     |
|                        | AS-350B-1        | 46                 | 160                        |     |
|                        | AS-350B-2        | 48                 | 160                        |     |
|                        | AS-350B-3        | 50                 | 175                        |     |
|                        | AS-350D          | 38                 | 130                        |     |
|                        | AS-355F-1        | 58                 | 140                        |     |
|                        | AS-355F-2        | 58                 | 140                        |     |
|                        | AS-365N-1        | 87                 | 275                        |     |
|                        | BK-117           | 77                 | 160                        |     |
|                        | BO-105CBS        | 55                 | 180                        |     |
|                        | SA-315B          | 58                 | 180                        |     |
|                        | SA-316B          | 58                 | 170                        |     |
|                        | SA-318C          | 56                 | 80                         |     |
|                        | SA-319B          | 55                 | NOT ESTABLISHED            |     |
|                        | SA-341G          | 56                 | 170                        |     |
|                        | EC-135           | 64                 | 220                        |     |
|                        | <b>BELL</b>      | 47                 | 17A                        | 90  |
|                        |                  | 47/SOLOY           | 23                         | 120 |
| 204B (UH-1 SERIES)     |                  | 88                 | 200                        |     |
| 205A-1                 |                  | 89                 | 260                        |     |
| 206B-II                |                  | 25                 | 100                        |     |
| 206B-III               |                  | 27                 | 130                        |     |
| 206L-1                 |                  | 32                 | 150                        |     |
| 206L-3 (incl L-1 C30P) |                  | 38                 | 180                        |     |
| 206L-4                 |                  | 38                 | 180                        |     |
| 212                    |                  | 100                | 390                        |     |
| 214B                   |                  | 160                | 380                        |     |
| 214ST                  |                  | 133                | NOT ESTABLISHED            |     |
| 222A                   |                  | 70                 | NOT ESTABLISHED            |     |
| 222B                   |                  | 83                 | NOT ESTABLISHED            |     |
| 222UT                  |                  | 83                 | NOT ESTABLISHED            |     |
| 407                    |                  | 45                 | 155                        |     |
| 412                    |                  | 110                | 390                        |     |
| 412HP                  | 110              | 390                |                            |     |
| <b>MD</b>              | 500C             | 23                 | 110                        |     |
|                        | 500D/E           | 28                 | 120                        |     |
|                        | 520N             | 32                 | 100                        |     |
|                        | 530F             | 34                 | 120                        |     |
|                        | 600N             | 41                 | 155                        |     |
|                        | 900/902          | 69                 | 210                        |     |
| <b>HILLER</b>          | SL-3/4           | 21A                | 90                         |     |
|                        | UH-12            | 17A                | 90                         |     |
|                        | 1100B            | 22                 | 130                        |     |
|                        | UH-12/SOLOY      | 23                 | 100                        |     |
| <b>SIKORSKY</b>        | S-55T            | 47                 | 170                        |     |
|                        | S-58D/E          | 83A                | OGE 000 IGE 400            |     |
|                        | S-58T/PT6T-3     | 115                | OGE 000 IGE 400            |     |
|                        | S-58T/PT6T-6     | 115                | OGE 000 IGE 460            |     |
|                        | S-62A            | 70                 | 300                        |     |
|                        | S-70             | 160                | N/A                        |     |

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

12/06

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

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

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**ACCEPTABLE PAINT SCHEMES**

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

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

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**FIRST AID AND SURVIVAL KITS**

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

**Minimum First Aid Kit Items**

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

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

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

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

**Minimum Aircraft Survival Kit Items**

- Knife
  - Signal mirror
  - Laser rescue light
  - Matches (two small boxes in waterproof containers)
  - Space blanket (one per occupant)
  - Water (one quart per occupant: not required when operating over areas with adequate drinking water)
  - Food (two days' emergency rations per occupant, with a caloric value of 1,000 calories per day).
  - Candles
  - Water purification tablets
  - Collapsible water bag
  - Whistle
  - Magnesium fire starter
  - Nylon rope or parachute cord (50 feet)
- If Automated Flight Following (AFF) is not written in the contract, the Contractor must have at least one of these three items:
- Satellite phone
  - 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHzELT
  - Handheld UHF or VHF radio

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**HELICOPTER LIKE MAKES AND MODELS**

| <b>Make</b>      | <b>Model</b>                           |
|------------------|--|
| Agusta           | 109                                    |
| Bell             | 47 Series (All Recips)                 |
| Bell             | 47 Series Soloy                        |
| Bell             | 206A, 206B, 206BIII                    |
| Bell             | 206L, 206L-1, 206L-3, 206L-4           |
| Bell             | 407                                    |
| Bell             | 204, 205, UH-1, All Series             |
| Bell             | 212, 412,                              |
| Bell             | 214                                    |
| Boeing           | BV 107, BK 107                         |
| Boeing           | BV 234, CH 47 Series                   |
| Boeing           | 369 (500) Series                       |
| Boeing           | MD-600N                                |
| Boeing           | MD-900, 902                            |
| Enstrom          | 28 Series                              |
| Eurocopter       | SA 315, SA 316, SA 319 (Alouette/Lama) |
| Eurocopter       | SA 318                                 |
| Eurocopter       | AS 350 Series (Astar)                  |
| Eurocopter       | AS 355 Series (Twin Star)              |
| Eurocopter       | SA 341 (Gazelle)                       |
| Eurocopter       | SA 360                                 |
| Eurocopter       | SA 365 (Dauphin)                       |
| Eurocopter       | AS 330, 332 (Puma)                     |
| Eurocopter       | MBB 105 Series                         |
| Eurocopter       | BK 117 Series                          |
| Eurocopter       | EC-135                                 |
| Eurocopter       | EC-120                                 |
| Hiller           | 12 Series (Recips)                     |
| Hiller           | 12 Series (Soloy)                      |
| Hiller           | FH 1100                                |
| Hughes/Schweizer | 269 (300) Series (Recips)              |
| Schweizer        | 330                                    |
| Kaman            | H 43 Series                            |
| Kaman            | K1200                                  |
| Sikorsky         | S-55, H19 (Recip), S-55T               |
| Sikorsky         | S-58, H34 Series (Recip), S-58T Series |
| Sikorsky         | S-62                                   |
| Sikorsky         | S-61, Series                           |
| Sikorsky         | S-64                                   |
| Sikorsky         | S-76, Series                           |
| Sikorsky         | S-70, UH-60 Series                     |

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

Similar military aircraft are not acceptable for grouping.

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



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

**EXHIBIT**

**WAGE DETERMINATION INFORMATION**

This solicitation includes Department of Labor (DOL) wage determinations. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determinations 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. 26 DATED 05/29/08**

Area: Nationwide  
Occupation: Airplane Pilot Minimum Hourly Wage: \$27.05

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 20 DATED 06/19/08**

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$9.88  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.69  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.72

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

- \*Straight truck, under 1 ½ tons, usually 4 wheels
- \*\*Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- \*\*\*Straight truck, over 4 tons, usually 10 wheels

**FRINGE BENEFITS REQUIRED FOR THE OCCUPATIONS SHOWN ABOVE**

- \*Health & Welfare: \$3.24 per hour or \$129.60 per week or \$561.60 per month
- \*Holidays: Minimum of ten paid holidays per year: New Year’s Day, Martin Luther King Jr’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.173)
- \*Vacation: **WD 1995-0222 Rev. 26** - 2 weeks paid vacation after 1 year of service with the 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)
- \*Vacation: **WD 1995-0221 Rev. 20** - 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.