

2. CONTRACT NO: **D14PC00161**      3. AWARD/EFFECTIVE DATE: **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_

5. SOLICITATION NUMBER: **D14PS00102**      8. SOLICITATION ISSUE DATE: **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      b. TELEPHONE NUMBER: **208-433-5021**      (No collect calls)      8. OFFER DUE DATE/LOCAL TIME: **05/07/2014 1400 MT**

9. ISSUED BY: **Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE: **D41**

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR:  
 SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS       (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS       EDWOSB       8(A)      SIZE STANDARD: **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE      12. DISCOUNT TERMS: **ACCP**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING: \_\_\_\_\_

14. METHOD OF SOLICITATION:  RFO       IFB       RFP

15. DELIVER TO: **Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706**      CODE: **0009836858**

16. ADMINISTERED BY: **DOI, Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE: **D41**

17a. CONTRACTOR/OFFEROR: **Aero Tech, Inc.  
5333 E. 21st St.  
Clovis, New Mexico 88101**      CODE: \_\_\_\_\_      FACILITY CODE: \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY: **Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230**      CODE: **D000 INV**

TELEPHONE NO \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER       18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM


19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$0.00**

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **04/30/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

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

30b. NAME AND TITLE OF SIGNER (Type or print): **Ted Stallings - President**      30c. DATE SIGNED: **4/30/2014**      31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**      31c. DATE SIGNED: **5/29/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aero Tech, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Clovis, NM	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

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

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N166LA Tanker #831	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N802LA Tanker #802	
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N627JP Tanker #833	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N457AT Tanker #847	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N508LA Tanker #837 – reserved new tanker#	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N232AT Tanker #888	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N9197F Tanker #889 – changing from #487	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,800.00	\$ 84,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 252,000.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,900.00	\$ 87,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 255,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,900.00	\$ 87,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 255,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 258,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,000.00</b>	<b>\$ 90,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 2,800.00</b>	<b>\$ 168,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 258,000.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,278,000.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

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

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

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

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

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

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

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

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

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

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

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

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

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B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

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

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

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

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

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

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

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

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

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

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

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

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

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

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

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

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

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

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

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

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

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

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

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

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

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

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

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

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

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

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

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

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

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

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

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

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

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

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

### B7.4 Navigational Systems.

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

### B7.5 Audio Systems.

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

### B7.6 Other Avionics.

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

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

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

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

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

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

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

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

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches



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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

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

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

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

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

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

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

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

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

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

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

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

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

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

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

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

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

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

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

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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

### **B12 Personnel Duty Limitations**

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

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

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

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

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

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

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

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

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

## **OPERATIONS**

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

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

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

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

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

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

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

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

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

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

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

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

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

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

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

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

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

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

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

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

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

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

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

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

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

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

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

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

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

authorized to perform maintenance in accordance with 14 CFR Part 43.

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

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

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

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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



## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

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

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

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

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

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

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

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

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

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

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

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

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

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

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

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

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

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

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during



## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

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

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

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

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

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

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

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

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

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

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

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

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

#### C14.1 Contracting Officer's Technical Representative (COTR)

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

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

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

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

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

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

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

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

### C18.7 Rescue and Salvage Responsibilities

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

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to



## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

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

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

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

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

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

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00161

## SECTION C – TERMS AND CONDITIONS

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

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

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

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

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

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

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

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

### **EXHIBITS**

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

#### Section B

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

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

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

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

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

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

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

#### White and Red Paint Scheme

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

#### Identification panels: Wings

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

#### Tanker numbers: Wings

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

#### Identification panels: Tail surfaces:

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

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

#### Tanker Number:

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

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

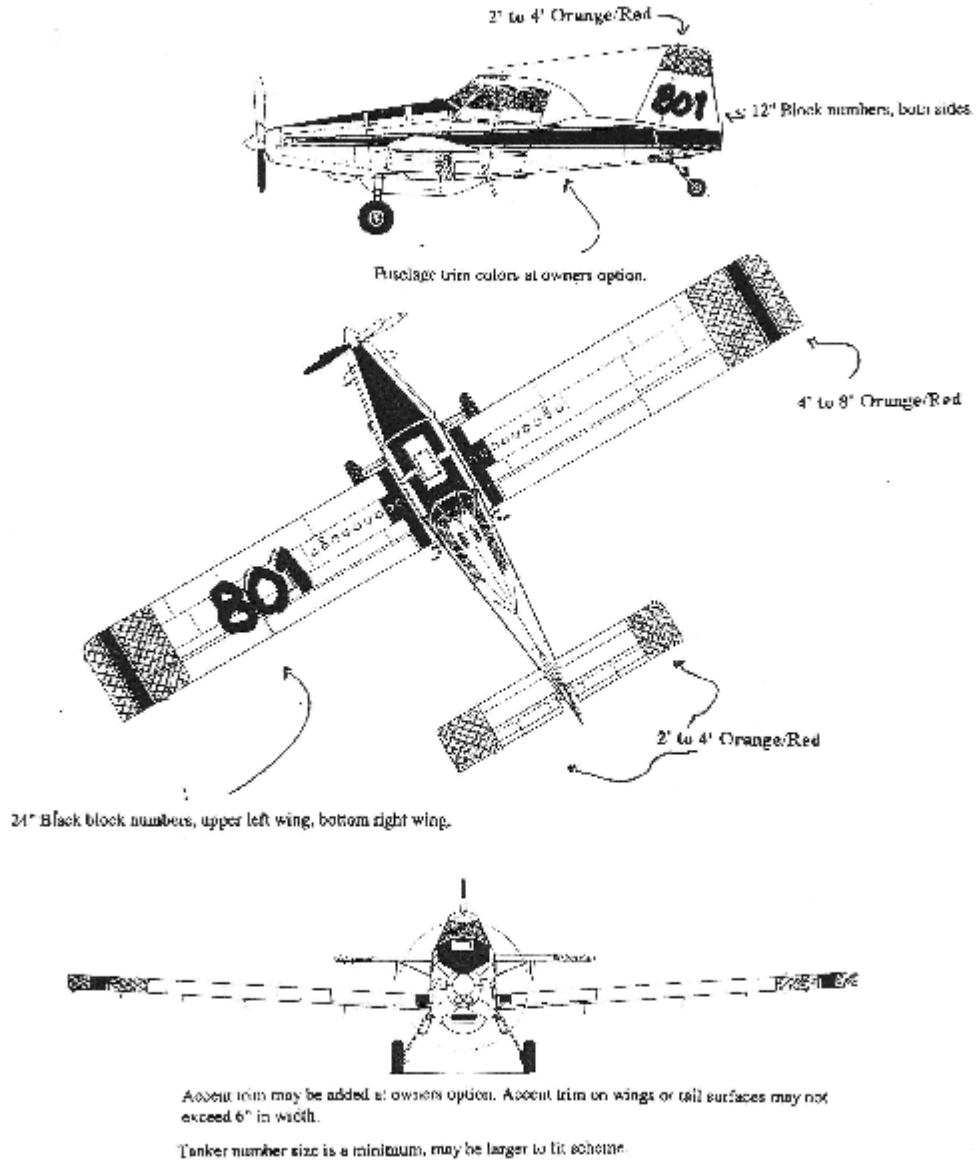
**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior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



SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

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

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

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

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

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

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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



**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

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



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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE OF
2. CONTRACT NO. D14PC00162		3. AWARD/ EFFECTIVE DATE See Block 31c		4. ORDER NUMBER	
5. SOLICITATION NUMBER D14PS00102		6. SOLICITATION ISSUE DATE 04/23/2014			
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Tina Young		b. TELEPHONE NUMBER (No collect calls) 208-433-5021	
8. OFFER DUE DATE/LOCAL TIME 05/07/2014 1400 MT		9. ISSUED BY Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481212 SIZE STANDARD: 1,500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS ACCP		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO Acquisition Services Directorate 300 E. Mallard, Ste 200 Boise, ID 83706		16. ADMINISTERED BY DOI, Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706		17a. CONTRACTOR/ OFFEROR M&M AIR SERVICE OF BEAUMONT, LLC 12895 Hwy 124 JEFFERSON COUNTY BEAUMONT, TX 77705-7112 TELEPHONE NO. 409 656 5998	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18. PAYMENT WILL BE MADE BY Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230		19. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
19. ITEM NO. 00010		20. SCHEDULE OF SUPPLIES/SERVICES ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015 On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	
				22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Task Orders		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. <input type="checkbox"/>	
29. AWARD OF CONTRACT DATED 04-24-2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) GEORGE MITCHELL, JR. PRES.		30c. DATE SIGNED 04-24-2014		31b. NAME OF CONTRACTING OFFICER (Type or print) Tina Young	
				31c. DATE SIGNED 5/29/14	

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30, 2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> M & M Air Service of Beaumont, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Beaumont, Texas	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

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

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N6131K T-809	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N1558W T-824	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8510M T-866	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8507N T-867	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**

*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
<b>Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items</b>

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,250.00	\$ 97,500.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 277,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,350.00	\$ 100,500.00
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,100.00	\$ 186,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 286,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,450.00	\$ 103,500.00
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,200.00	\$ 192,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 295,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,550.00	\$ 106,500.00
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 304,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,650.00</b>	<b>\$ 109,500.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,400.00</b>	<b>\$ 204,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 313,500.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,477,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

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

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOURLY	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOURLY	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

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

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

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

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

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

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

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

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

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

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

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

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

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

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

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

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

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

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

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

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

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

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

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

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

## SECTION B – TECHNICAL SPECIFICATIONS

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

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

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

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

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

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

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

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

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

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

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

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

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

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

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

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

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

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

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

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

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

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

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

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

### B7.4 Navigational Systems.

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

### B7.5 Audio Systems.

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

### B7.6 Other Avionics.

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



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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

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

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

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

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

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

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

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

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

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

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

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

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

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

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

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

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

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

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

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

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

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

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

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

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

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

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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

### **B12 Personnel Duty Limitations**

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

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

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

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

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

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

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

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

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

## **OPERATIONS**

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

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

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

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

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

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

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

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

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

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

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

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

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

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

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

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

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

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

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

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;



## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

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

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

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

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

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

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

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

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

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

authorized to perform maintenance in accordance with 14 CFR Part 43.

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

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

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

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

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

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

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

##### (i) *Payment.* –

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

## SECTION C – TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

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

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

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

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for



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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

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

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

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

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

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

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

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

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

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

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

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

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

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

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

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

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

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

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

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

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

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

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

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

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

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

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

#### C14.1 Contracting Officer's Technical Representative (COTR)

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

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

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### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

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

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

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.



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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

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

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

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

### C18.7 Rescue and Salvage Responsibilities

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

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

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

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

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

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

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

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00162

## SECTION C – TERMS AND CONDITIONS

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

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### C26 Maintenance During Availability Period

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### C27. Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## MEASUREMENT AND PAYMENT

### C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### C28.3 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

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

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

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

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

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

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

### **EXHIBITS**

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

#### Section B

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

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

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

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

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

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

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

#### White and Red Paint Scheme

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

#### Identification panels: Wings

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

#### Tanker numbers: Wings

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

#### Identification panels: Tail surfaces:

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

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

#### Tanker Number:

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

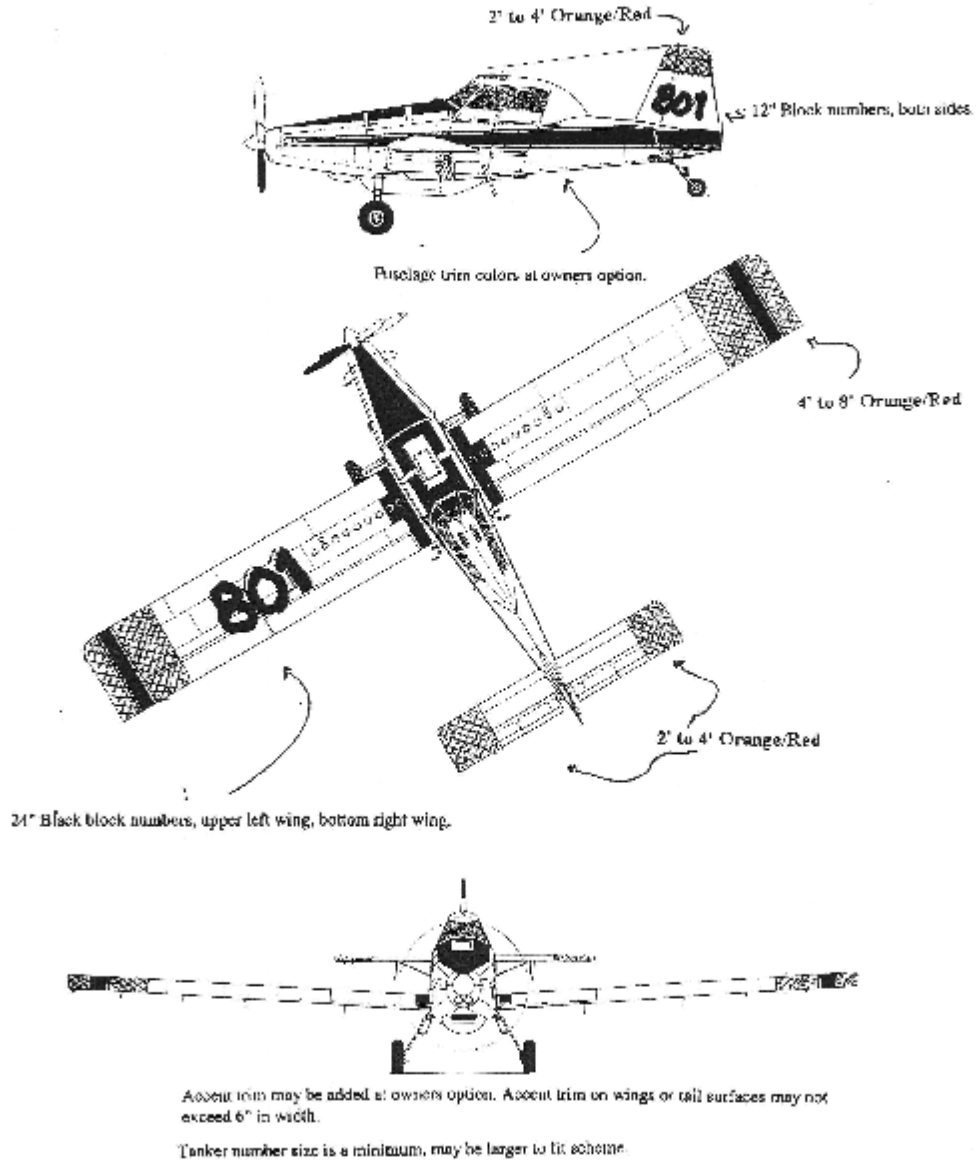
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

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

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

• Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

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

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

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

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

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

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |



SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

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

2. CONTRACT NO. **D14PC00163**      3. AWARD/EFFECTIVE DATE **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_

5. SOLICITATION NUMBER **D14PS00102**      6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      b. TELEPHONE NUMBER **208-433-5021**      8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9 ISSUED BY **Interior Business Center, AQD**      CODE **D41**      10. THIS ACQUISITION IS  **SMALL BUSINESS**       UNRESTRICTED OR  **SET ASIDE**      100.00 % FOR:

**Division 4/ Branch 1**  
**300 East Mallard Drive**  
**Suite 200**  
**Boise ID 83706**

HUBZONE SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS       (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: **481212**  
 8(A)      SIZE STANDARD **1,500**

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE      12. DISCOUNT TERMS **ACCP**      13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 700)

13b RATING \_\_\_\_\_      14 METHOD OF SOLICITATION  RFQ  IFB  RFP

15 DELIVER TO **Acquisition Services Directorate**      CODE **0009836858**      16 ADMINISTERED BY **DOI, Interior Business Center, AQD**      CODE **D41**

**300 E. Mallard Dr., Ste 200**  
**Boise, ID 83706**

**Division 4/ Branch 1**  
**300 East Mallard Drive**  
**Suite 200**  
**Boise ID 83706**

17a CONTRACTOR/OFFEROR **Aero Spray, Inc.**      CODE \_\_\_\_\_      FACILITY CODE \_\_\_\_\_      18a PAYMENT WILL BE MADE BY **Department of the Interior**      CODE **D000 INV**

**P.O. Box 102**  
**Appleton, MN 56208**

**Interior Business Center - Denver**  
**Fiscal Services Branch, D2770**  
**7301 W. Mansfield Avenue**  
**Denver, CO 80235-2230**

TELEPHONE NO **(320) 289-1601**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER.      18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **5/2/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a SIGNATURE OF OFFEROR/CONTRACTOR *John Schwenk*      31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Tina Young*

30b NAME AND TITLE OF SIGNER (Type or print) **John Schwenk, CEO**      30c. DATE SIGNED **5/2/2014**      31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young**      31c. DATE SIGNED **5/2/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.



## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aero Spray, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Appleton, MN (KAQP)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

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

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8522Q/T-858	PT6A-67AG Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N1546H/T-885	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N6159F/T-890	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N10122/T-851	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N212FB/T-852	PT6A-67F Engine
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N8512L/T-891	PT6A-67F Engine
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,334.00	\$ 100,020.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,992.00	\$ 179,520.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 279,540.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	<b>\$ 3,417.00</b>	<b>\$ 102,510.00</b>
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	<b>Estimated</b> 60	FLIGHT HOURS	<b>\$ 3,067.00</b>	<b>\$ 184,020.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 286,530.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	<b>\$ 3,502.00</b>	<b>\$ 105,060.00</b>
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	<b>Estimated</b> 60	FLIGHT HOURS	<b>\$ 3,144.00</b>	<b>\$ 188,640.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 293,700.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	<b>\$ 3,590.00</b>	<b>\$ 107,700.00</b>
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	<b>Estimated</b> 60	FLIGHT HOURS	<b>\$ 3,223.00</b>	<b>\$ 193,380.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 301,080.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,680.00</b>	<b>\$ 110,400.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,304.00</b>	<b>\$ 198,240.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 308,640.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,469,490.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

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

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

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

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

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

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

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

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

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

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

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

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

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

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

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

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

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

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

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

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

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

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

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

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

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

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

## SECTION B – TECHNICAL SPECIFICATIONS

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

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

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

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

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

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

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

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

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

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

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

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

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

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

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with



## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

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

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

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

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

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

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

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

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

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

### B7.4 Navigational Systems.

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

### B7.5 Audio Systems.

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

### B7.6 Other Avionics.

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

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

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

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

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

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

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

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

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

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

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

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

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

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

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

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

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

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

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

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

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

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

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

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

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

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

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

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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

### **B12 Personnel Duty Limitations**

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

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

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

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

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

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

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

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

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

## **OPERATIONS**

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

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.



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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

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

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

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

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

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

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

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

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

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

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

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

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

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

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

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

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

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

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

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

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

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

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

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

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

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

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

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

authorized to perform maintenance in accordance with 14 CFR Part 43.

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

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

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

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

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

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

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

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).



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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

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

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

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

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

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

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

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

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

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

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

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

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

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

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

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

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

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

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

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

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

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(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

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

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**



## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

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

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

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

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

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

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

#### C14.1 Contracting Officer's Technical Representative (COTR)

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

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

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

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

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

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

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

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

### C18.7 Rescue and Salvage Responsibilities

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

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

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

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

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

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

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

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00163

## SECTION C – TERMS AND CONDITIONS

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

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

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

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

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

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

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.



## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

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

### **EXHIBITS**

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

#### Section B

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

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

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

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

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

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

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

#### White and Red Paint Scheme

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

#### Identification panels: Wings

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

#### Tanker numbers: Wings

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

#### Identification panels: Tail surfaces:

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

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

#### Tanker Number:

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

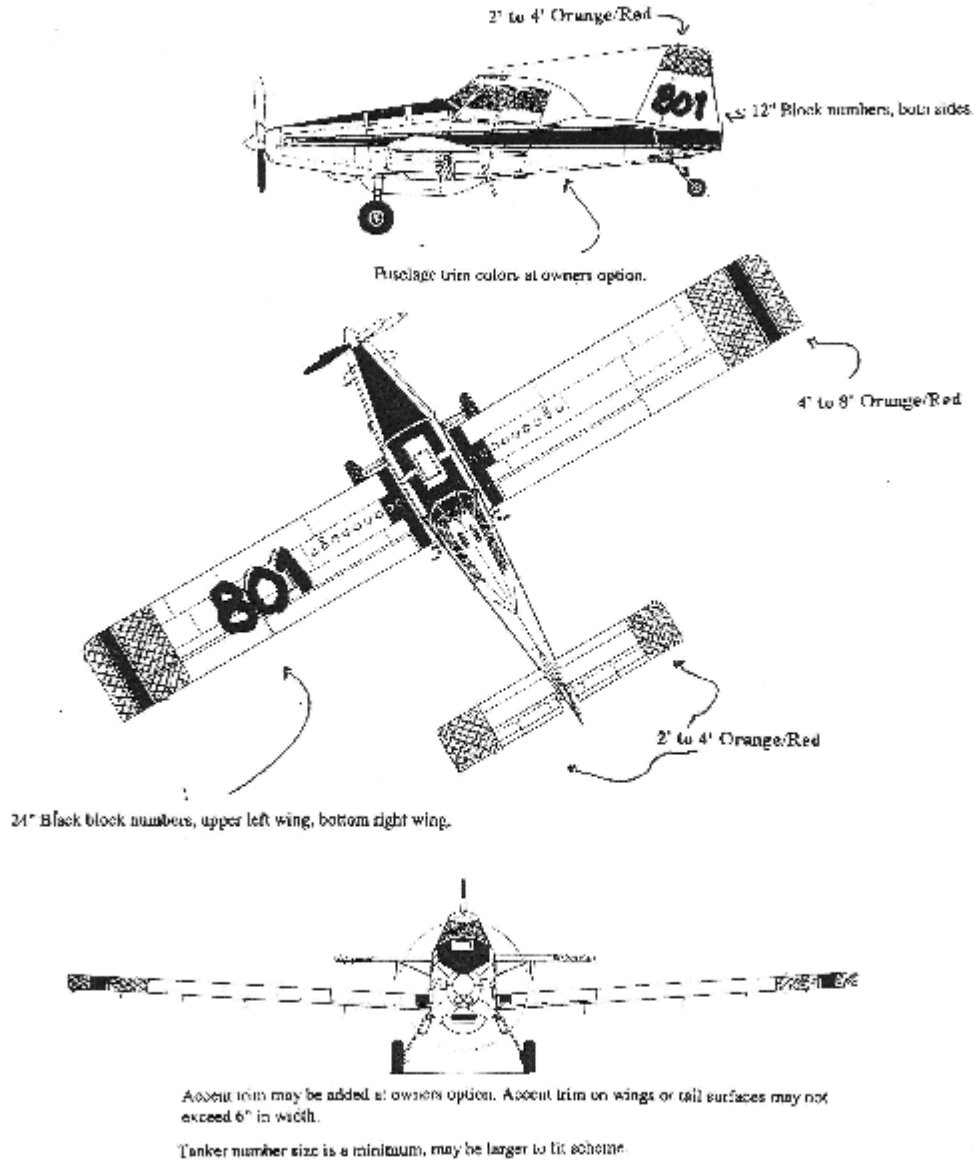
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

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

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

\* Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

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

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

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

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



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

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

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

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

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

1 REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: \_\_\_\_\_  
 2 CONTRACT NO: **D14PC00164** 3 AWARD EFFECTIVE DATE: **See Block 31c** 4 ORDER NUMBER: \_\_\_\_\_  
 5 SOLICITATION NUMBER: **D14PS00102** 6 SOLICITATION ISSUE DATE: **04/23/2014**  
 7 FOR SOLICITATION INFORMATION CALL: **Tina Young** b. TELEPHONE NUMBER: **208-433-5021** (No collect calls) 8. OFFER DUE DATE/LOCAL TIME: **05/07/2014 1400 MT**

9. ISSUED BY: **Interior Business Center, AQD** CODE: **D41**  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706  
 10. THIS ACQUISITION IS:  SMALL BUSINESS  UNRESTRICTED OR  SET ASIDE 100.00 % FOR WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS: **ACCP**  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):  13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFO  IFB  RFP

15 DELIVER TO: CODE: **0009836858** 16. ADMINISTERED BY: CODE: **D41**  
**Acquisition Services Directorate**  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706  
**DOI, Interior Business Center, AQD**  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY: CODE: **D000 INV**  
**Queen Bee Air Specialties, Inc.**  
 136 N. Yellowstone Hwy  
 Rigby, ID 83442  
**Department of the Interior**  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230  
 TELEPHONE NO: **208-745-7654**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: **See Task Orders** 26 TOTAL AWARD AMOUNT (For Govt Use Only): **\$0.00**

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **4/30/2014** YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Charles A. Kemper, Jr.* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Tina Young*  
 30b. NAME AND TITLE OF SIGNER (Type or print): **Charles A. Kemper, Jr. President** 30c. DATE SIGNED: **4/30/2014**  
 31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young** 31c. DATE SIGNED: **5/29/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Queen Bee Air Specialties, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Rigby, ID (U56)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

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

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N5035K T-875	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4274S T-878	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4219M T-879	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4169C T-880	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N2069Q T-881	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N3070E T-882	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N9002K T-883	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N2067N T-884	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input checked="" type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,460.00	\$ 103,800.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,028.00	\$ 181,680.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 285,480.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,616.00	\$ 108,480.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,165.00	\$ 189,900.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 298,380.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,779.00	\$ 113,370.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,307.00	\$ 198,420.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 311,790.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,949.00	\$ 118,470.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,456.00	\$ 207,360.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 325,830.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 4,127.00</b>	<b>\$ 123,810.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,612.00</b>	<b>\$ 216,720.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 340,530.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,562,010.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

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

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

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

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

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

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

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

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

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

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

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

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.



## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

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

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

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

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

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

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

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

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

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

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

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

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

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

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

## SECTION B – TECHNICAL SPECIFICATIONS

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

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

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

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

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

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

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

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

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

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

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

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

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

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

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

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

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

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

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

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

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

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

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

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

### B7.4 Navigational Systems.

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

### B7.5 Audio Systems.

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

### B7.6 Other Avionics.

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

## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

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

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

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

## SECTION B – TECHNICAL SPECIFICATIONS

daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

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

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

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

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

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

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

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

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

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

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

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

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

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

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

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

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

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

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

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.



## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

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

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

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

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

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

### **B12 Personnel Duty Limitations**

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

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

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

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

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

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

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

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

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

## **OPERATIONS**

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

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

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

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

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

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

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

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

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

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

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

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

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

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

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

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

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

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

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

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

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

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

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

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Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

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

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

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

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complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

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

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

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

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

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

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

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

authorized to perform maintenance in accordance with 14 CFR Part 43.

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

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

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

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government



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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)



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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00164

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted



## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

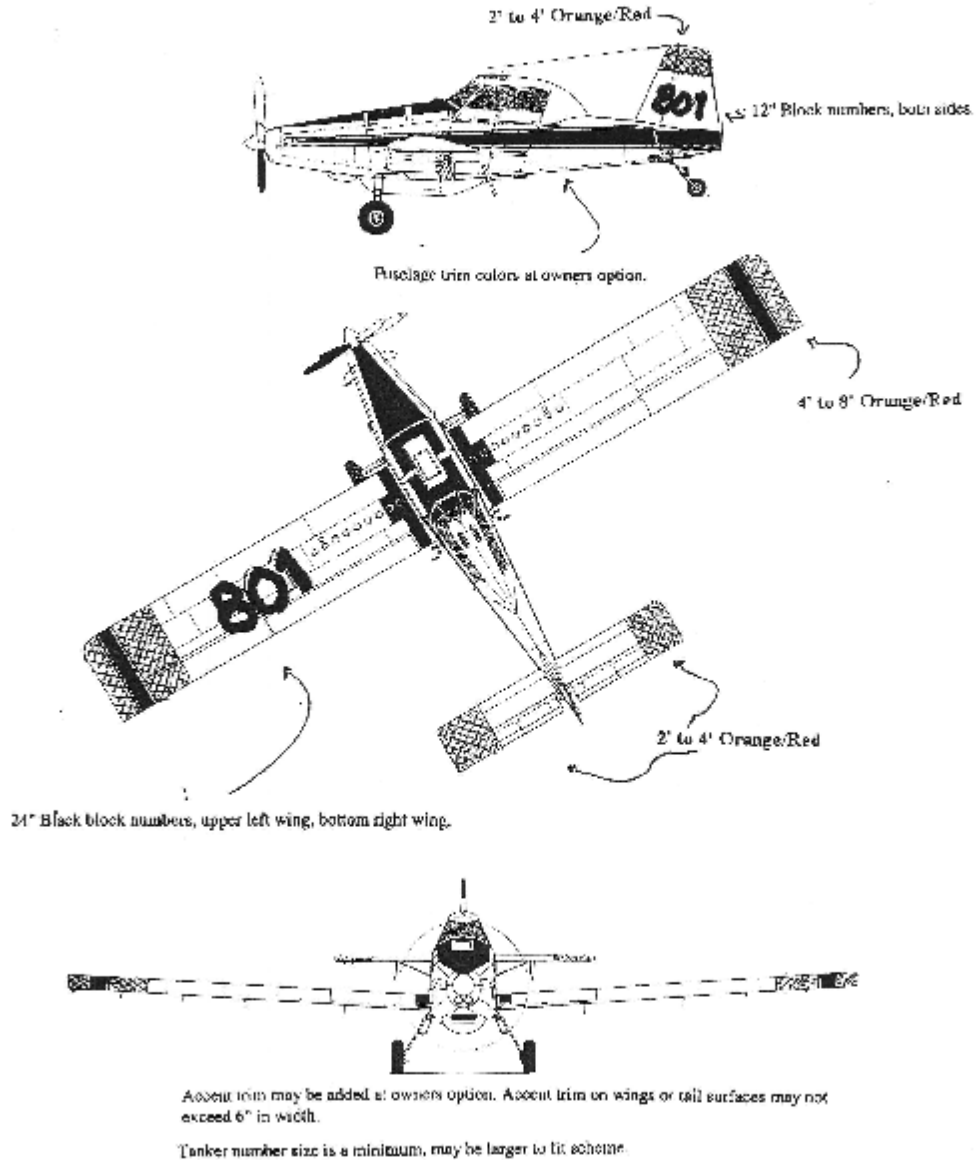
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

**Airworthiness Directive Compliance Record**

6/8/98 AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

• Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00



2. CONTRACT NO. **D14PC00165**      3. AWARD/EFFECTIVE DATE **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_

5. SOLICITATION NUMBER **D14PS00102**      6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      8. TELEPHONE NUMBER **208-433-5021** (No collect calls)      9. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY \_\_\_\_\_ CODE **D41**

Interior Business Center, AOD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS      WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS **481212**  
 HUBZONE SMALL BUSINESS       EDWOSB       8(A)      SIZE STANDARD **1,500**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE      12. DISCOUNT TERMS **ACCP**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING \_\_\_\_\_

14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO \_\_\_\_\_ CODE **0009836858**

Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706

16. ADMINISTERED BY \_\_\_\_\_ CODE **D41**

DOI, Interior Business Center, AOD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

17a. CONTRACTOR/OFFEROR \_\_\_\_\_ CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

New Frontier Aviation, Inc.  
Fort Benton Airport  
Fort Benton, MT 59442

18a. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE **D000 INV**

Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

TELEPHONE NO **406-622-5682**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER      18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED      ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED      ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **04/29/14** YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITS TERMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR **ANDY TAYLOR President**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) **Tina Young**

30b. NAME AND TITLE OF SIGNER (Type or print) **Andy Taylor Pres**      30c. DATE SIGNED **4/29/14**

31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young**      31c. DATE SIGNED **5/29/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> New Frontier Aviation, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Fort Benton, Montana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model AT-802F	FAA Registration # and Tanker # N173TA T-873	
Make/Model AT-802F	FAA Registration # and Tanker # N174ML T-874	
Make/Model AT-802A	FAA Registration # and Tanker # N627LA T-803	
Make/Model AT-802F	FAA Registration # and Tanker # N855NF T-855	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,495.00	\$ 104,850.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,325.00	\$ 199,500.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 304,350.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,565.00	\$ 106,950.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,392.00	\$ 203,520.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 310,470.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,637.00	\$ 109,110.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,460.00	\$ 207,600.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 316,710.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,710.00	\$ 111,300.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,530.00	\$ 211,800.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 323,100.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,785.00</b>	<b>\$ 113,550.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,598.00</b>	<b>\$ 215,880.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 329,430.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,584,060.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> New Frontier Aviation, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Fort Benton, Montana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model M-18B-11T	FAA Registration # and Tanker # N466AT T-466	
Make/Model M-18B-11T	FAA Registration # and Tanker # N455TG T-455	
Make/Model M-18B-11T	FAA Registration # and Tanker # N9152X T-463	
Make/Model M-18B-11T	FAA Registration # and Tanker # N110AF T-489	
Make/Model M-18B-11T	FAA Registration # and Tanker # N4QT T-475	
Make/Model M-18B-11T	FAA Registration # and Tanker # N116BS T-469	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**

*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,845.00	\$ 85,350.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,590.00	\$ 155,400.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 240,750.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,874.00	\$ 86,220.00
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,616.00	\$ 156,960.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 243,180.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,903.00	\$ 87,090.00
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,642.00	\$ 158,520.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 245,610.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,932.00	\$ 87,960.00
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,668.00	\$ 160,080.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 248,040.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 2,961.00</b>	<b>\$ 88,830.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 2,695.00</b>	<b>\$ 161,700.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 250,530.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,228,110.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for



## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

**SECTION B – TECHNICAL SPECIFICATIONS**

high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4** Aerial Firefighting Knowledge and Training.

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.



## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

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Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this



## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “U.S. Forest Service-Fire Only” and one task order number will be identified for “DOI Fire Use Only.” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### **C10.2 Contractor’s Environmental Responsibilities**

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### **C10.3 Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677



## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00165

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart



**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

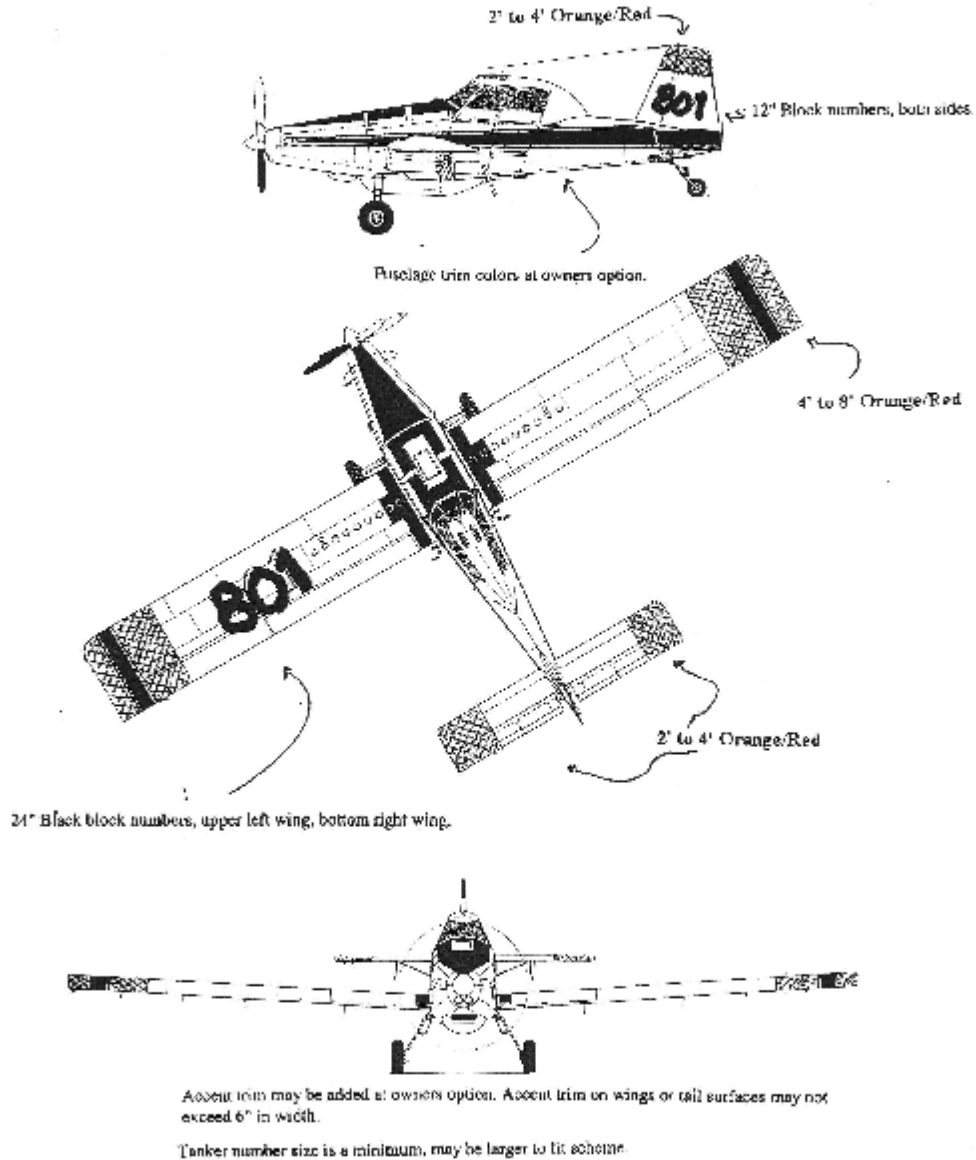
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)



## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

2. CONTRACT NO. **D14PC00167**      3. AWARD/EFFECTIVE DATE **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_      5. SOLICITATION NUMBER **D14PS00102**      6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      b. TELEPHONE NUMBER **208-433-5021** (No collect calls)      8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: **Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE **D41**

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS **481212**  
 HUBZONE SMALL BUSINESS       EDWOSB       (A)      SIZE STANDARD: **1,500**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE      12. DISCOUNT TERMS **0**      ACCP

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING \_\_\_\_\_

14. METHOD OF SOLICITATION:  RFQ       IFB       RFP

15. DELIVER TO: **Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706**      CODE **0009836858**

16. ADMINISTERED BY: **DOI, Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE **D41**

17a. CONTRACTOR/OFFEROR: **Evergreen Flying Services, Inc.  
76 Ellis Lane  
Rayville, LA 71269**      CODE \_\_\_\_\_      FACILITY CODE \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY: **Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230**      CODE **D000 INV**

DUNS: 16-710-4251  
TELEPHONE NO: 318-728-2900

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER       18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details.  PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)			See Section A	

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **05/01/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: **Brandon F. Mulhern, President**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Tina Young*

30b. NAME AND TITLE OF SIGNER (Type or print): **Brandon F. Mulhern**      30c. DATE SIGNED: **05/01/2014**

31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**      31c. DATE SIGNED: **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio



## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Evergreen Flying Services, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Rayville, Louisiana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor 802AF	FAA Registration # and Tanker # N130BM T892	
Make/Model Air Tractor 802AF	FAA Registration # and Tanker # N802BM T893	
Make/Model Air Tractor 802AF	FAA Registration # and Tanker # N194BM T894	
Make/Model Air Tractor 802AF	FAA Registration # and Tanker # N895BM T895	
Make/Model Air Tractor 802F	FAA Registration # and Tanker # N406BM T806	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,329.00	\$ 99,870.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,989.00	\$ 179,340.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 279,210.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,329.00	\$ 99,870.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,989.00	\$ 179,340.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 279,210.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,395.00	\$ 101,850.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,048.00	\$ 182,880.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 284,730.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,462.00	\$ 103,860.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,109.00	\$ 186,540.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 290,400.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,531.00</b>	<b>\$ 105,930.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,171.00</b>	<b>\$ 190,260.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 296,190.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,429,740.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.



## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**



## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly



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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public



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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

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### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00167

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.



## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

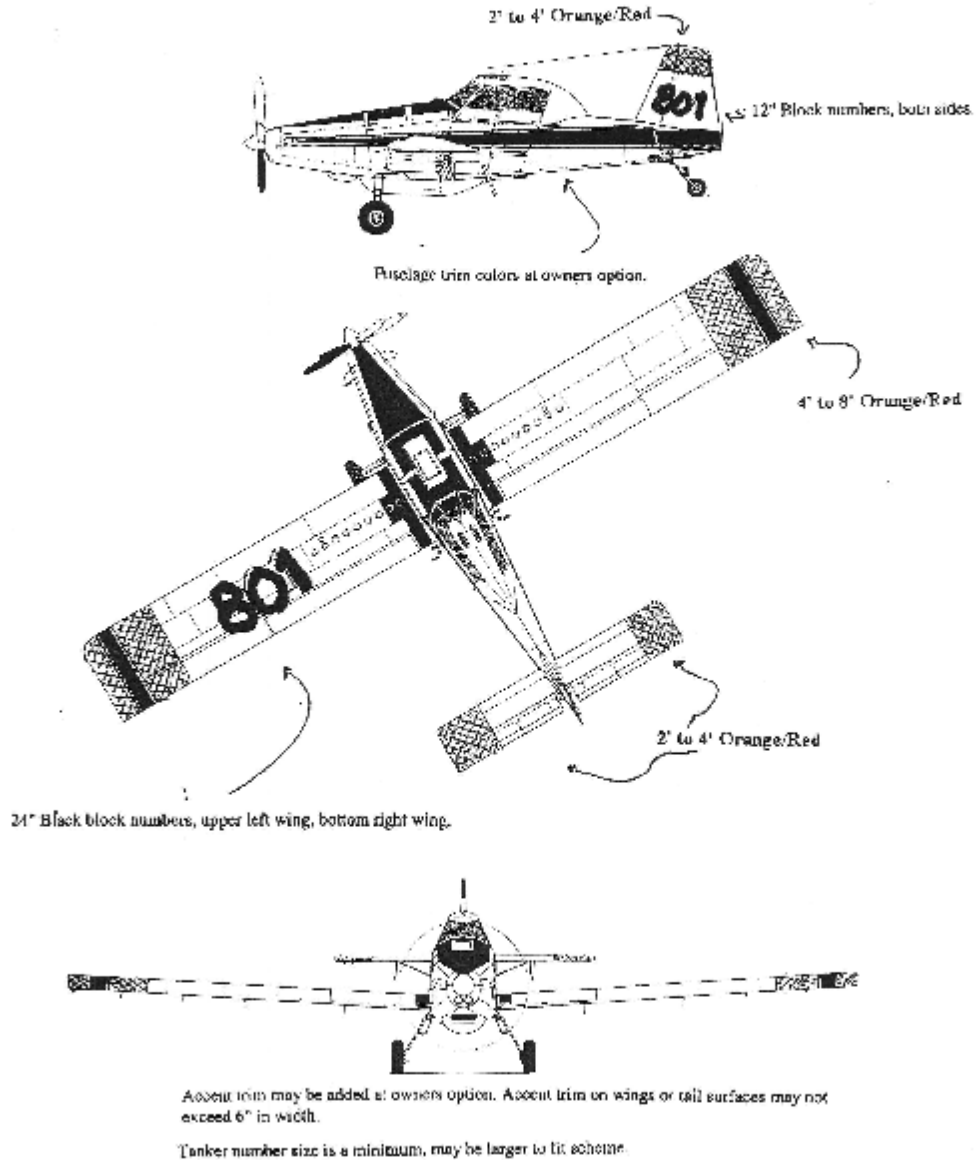
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER	PAGE OF
2 CONTRACT NO <b>D14PC00168</b>		3 AWARD/EFFECTIVE DATE <b>See Block 31c</b>		5 SOLICITATION NUMBER <b>D14PS00102</b>	
7 FOR SOLICITATION INFORMATION CALL:		a NAME <b>Tina Young</b>		b TELEPHONE NUMBER (No collect calls) <b>208-433-5021</b>	
9 ISSUED BY <b>Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>		CODE <b>D41</b>		10 THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE 100.00 % FCR <input checked="" type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS <b>481212</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD <b>1,500</b>	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12 DISCOUNT TERMS <b>ACCP</b>		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15 DELIVER TO <b>Acquisition Services Directorate 300 E. Mallard Dr., Ste 200 Boise, ID 83706</b>		CODE <b>0009836858</b>		13b RATING	
17a CONTRACTOR/OFFEROR <b>Western Pilot Service 2803 N. 7th Avenue Phoenix, AZ 85007</b>		CODE		14 METHOD OF SOLICITATION RFQ <input type="checkbox"/> IFB <input type="checkbox"/> X RFP <input checked="" type="checkbox"/>	
TELEPHONE NO <b>602-776-0356</b>		18a PAYMENT WILL BE MADE BY <b>Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230</b>		CODE <b>D41</b>	
17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM		CODE <b>D000 INV</b>	
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25 ACCOUNTING AND APPROPRIATION DATA <b>See Task Orders</b>				26 TOTAL AWARD AMOUNT (For Govt Use Only) <b>\$0.00</b>	
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/>				27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/>	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				X 29 AWARD OF CONTRACT <b>D14PS00102</b> OFFER DATED <b>04/30/2014</b> YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS	
30a SIGNATURE OF OFFEROR/CONTRACTOR 		31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b NAME AND TITLE OF SIGNER (Type or print) <b>Sarah Simpson</b>		30c DATE SIGNED <b>4/30/2014</b>		31b NAME OF CONTRACTING OFFICER (Type or print) <b>Tina Young</b>	
				31c DATE SIGNED <b>5/29/2014</b>	



## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30,2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Western Pilot Service	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Phoenix, Arizona	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N896WP T-896	
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N870LA T-899	
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N8502H T-478	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N8509T T-491	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N187LA T-810	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N196LA T-820	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N207LA T-821	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N802SG T-830	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N119JW T-886	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N512LA T-897	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N398LA T-898	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,350.00	\$ 100,500.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,150.00	\$ 189,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
ESTIMATED TOTAL FOR 2014						\$ 289,500.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,350.00	\$ 100,500.00
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,150.00	\$ 189,500.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
ESTIMATED TOTAL FOR 2015						\$ 289,500.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,420.00	\$ 102,600.00
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,220.00	\$ 193,200.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
ESTIMATED TOTAL FOR 2016						\$ 295,800.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,500.00	\$ 105,000.00
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,280.00	\$ 196,800.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
ESTIMATED TOTAL FOR 2017						\$ 301,800.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,590.00</b>	<b>\$ 107,700.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,350.00</b>	<b>\$ 201,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 308,700.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,485,300.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>



## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:



## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.



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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)



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(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00168



## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

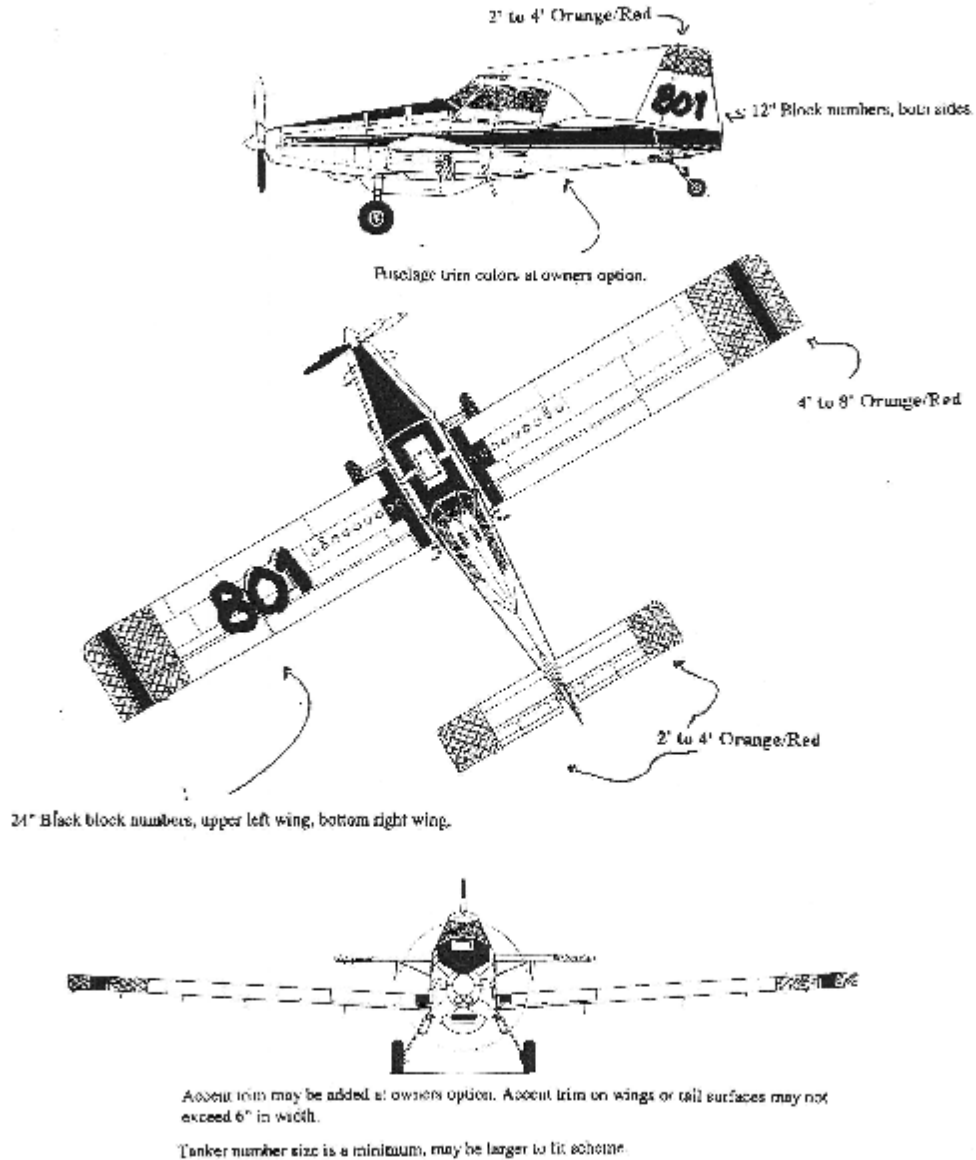
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)







**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.



SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER \_\_\_\_\_ PAGE OF \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00169** 3. AWARD/EFFECTIVE DATE See **Block 31c** 4. ORDER NUMBER \_\_\_\_\_ 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young** 8. TELEPHONE NUMBER (No collect calls) **208-433-5021** 9. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

8. ISSUED BY CODE **D41** 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 481212  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: 1,500  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS **ACCP** 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING \_\_\_\_\_ 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE **0009836858** 16. ADMINISTERED BY CODE **D41**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY CODE **D000 INV**  
**Minuteman Aerial Application, Inc.**  
**5225 Hwy 10 West - Airport Box 16**  
**Missoula, MT 59808**  
**406-728-9363** **DUNS NO: 010122440**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

TELEPHONE NO. \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<input type="checkbox"/>	00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details.			Please Requirements & Prices	See Section A (Enclosed)

PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF \_\_\_\_\_ \$0.00  
 (Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA - See Task Orders 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. 29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **05/04/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Mark G. Mamuzich* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Tina Young*  
 30b. NAME AND TITLE OF SIGNER (Type or print) **Mark G. Mamuzich - Vice President** 30c. DATE SIGNED **05/04/2014** 31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young** 31c. DATE SIGNED **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30, 2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Minuteman Aerial Application, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Missoula, MT	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	FAA Registration # and Tanker #	
Air Tractor AT 802	N804MA / T854	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)		
YES <input type="checkbox"/>	or NO <input checked="" type="checkbox"/>	
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items		

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,425.00	\$ 102,750.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,795.00	\$ 167,700.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 270,450.00</b>

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,480.00	\$ 104,400.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,850.00	\$ 171,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 275,400.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,535.00	\$ 106,050.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,907.00	\$ 174,420.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 280,470.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,590.00	\$ 107,700.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,965.00	\$ 177,900.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 285,600.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,645.00</b>	<b>\$ 109,350.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,024.00</b>	<b>\$ 181,440.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 290,790.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,402,710.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained



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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

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Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,



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complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.



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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

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(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only*.” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### **C10.2 Contractor’s Environmental Responsibilities**

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### **C10.3 Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting



## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00169

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### C26 Maintenance During Availability Period

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### C27. Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## MEASUREMENT AND PAYMENT

### C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### C28.3 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

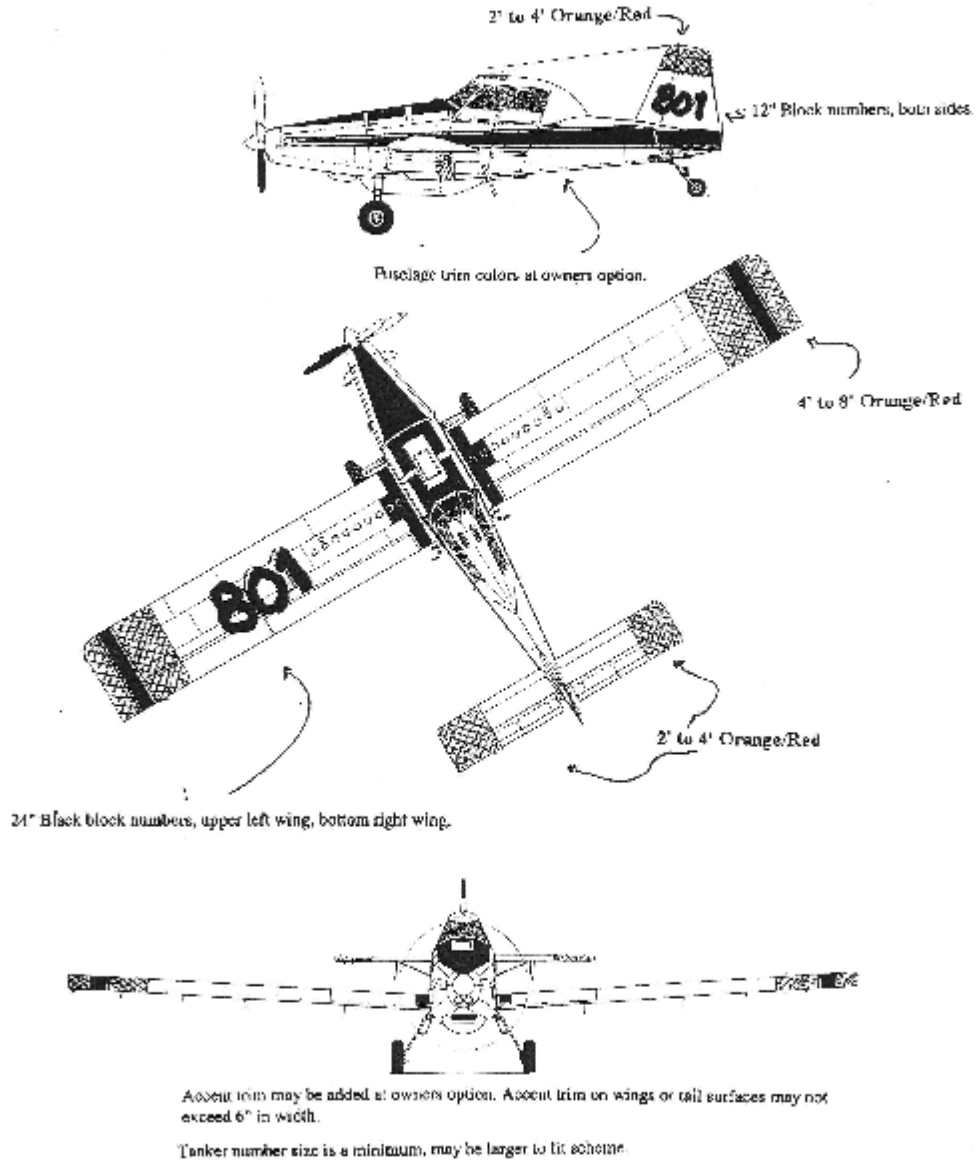
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00170** 3. AWARD EFFECTIVE DATE **See Block 31c** 4. ORDER NUMBER \_\_\_\_\_  
 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

FOR SOLICITATION INFORMATION CALL: **Tina Young** b. TELEPHONE NUMBER **208-433-5021** (No collect calls)  
 8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: \_\_\_\_\_ CODE **D41**  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS **481212**  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  ACCP  
 12. DISCOUNT TERMS \_\_\_\_\_  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) \_\_\_\_\_ 13b. RATING \_\_\_\_\_  
 14. METHOD OF SOLICITATION  IRFQ  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE **0009836858**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706

16. ADMINISTERED BY: \_\_\_\_\_ CODE **D41**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
 Columbia Basin Helicopters, Inc.  
 60035 Blue Sky Drive  
 La Grande, Oregon 97850

18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE **D000 INV**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230



17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER \_\_\_\_\_  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 X 29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **May 2, 2014** YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR:   
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):   
 30b. NAME AND TITLE OF SIGNER (Type or print): **Albert Hanson Director of Marketing**  
 30c. DATE SIGNED: **May 2, 2014**  
 31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**  
 31c. DATE SIGNED: **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Columbia Basin Helicopters, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> 60035 Blue Sky Drive, La Grande, Oregon 97850	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	FAA Registration # and Tanker #	
AT-802A	N30757	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)		
YES <input type="checkbox"/>	or NO <input checked="" type="checkbox"/>	
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items		

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 270,000.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,000.00</b>	<b>\$ 90,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,000.00</b>	<b>\$ 180,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 270,000.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,350,000.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for



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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.



## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this



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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C.3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677



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### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00170

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart



**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

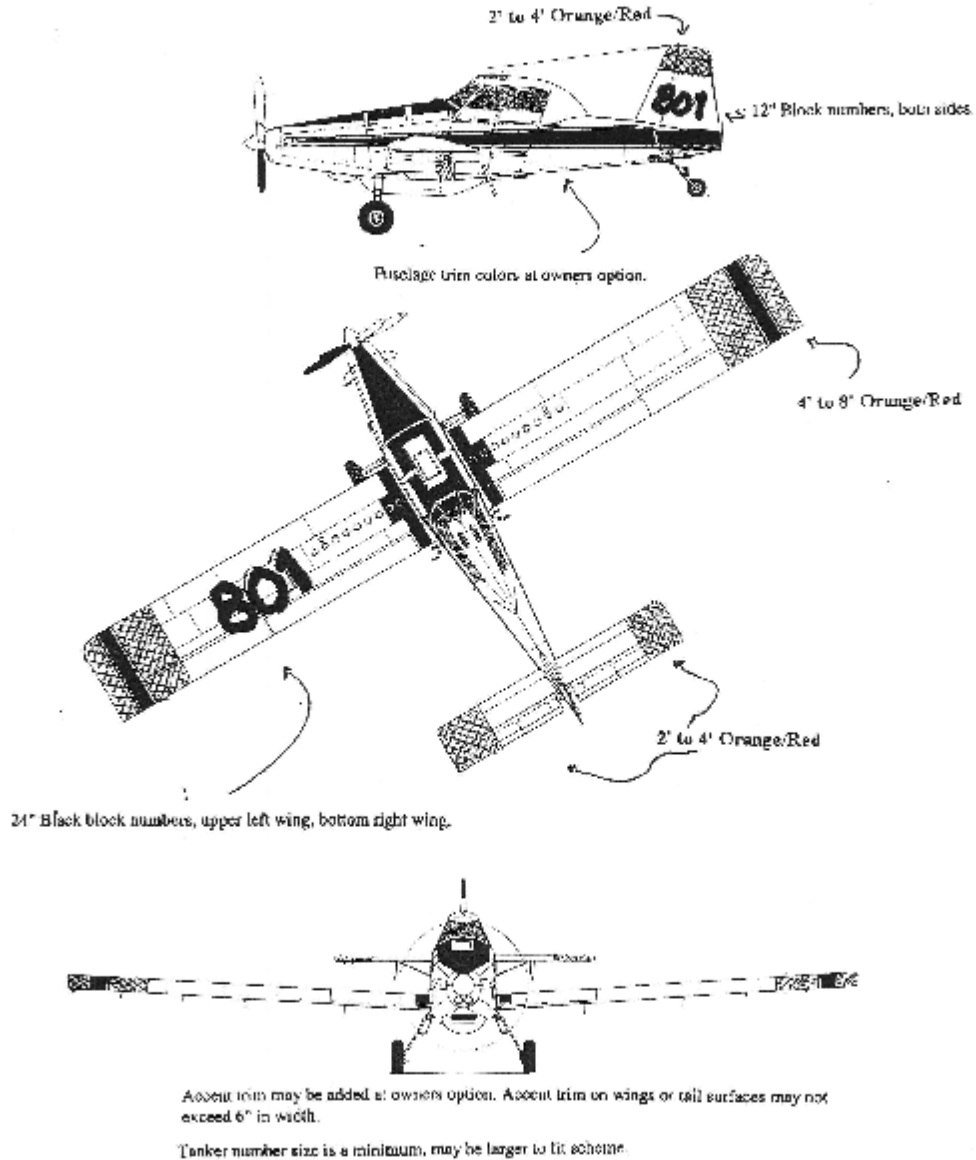
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)



## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00166** 3. AWARD/EFFECTIVE DATE **See Block 31c** 4. ORDER NUMBER: \_\_\_\_\_  
 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: a. NAME **Tina Young** b. TELEPHONE NUMBER (No collect calls) **208-433-5021** c. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: \_\_\_\_\_ CODE **D41**  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 481212  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD: 1,500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS **ACCP**  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFP  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE **0009836858**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706

16. ADMINISTERED BY: \_\_\_\_\_ CODE **D41**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_  
 Henry's Aerial Service, Inc.  
 9 Lukefield Drive  
 Greenbrier, AR 72058

18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE **D000 INV**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

TELEPHONE NO. **870-589-0870**  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: \_\_\_\_\_ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **05/04/14** YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER:

30b. NAME AND TITLE OF SIGNER (Type or print) **Darrin Henry President** 30c. DATE SIGNED **05/04/14** 31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young** 31c. DATE SIGNED **5/29/14**

**SECTION A - REQUIREMENTS AND PRICES**

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio



SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:**

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:**

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:**

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:**

Multiple throughout Lower 48 States

**On-Call Period:**

Award date through April 30,2015 with four option years.

**Minimum Aircraft Requirements:**

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Henry's Aerial Service, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Brinkley, Arkansas	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE	
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N8524H/T-811
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N474H/T-812
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N70LA/T-813
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N4149P/T-814
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N3033H/T-815
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N334BS/T-816
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N335QF Not Assigned
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N528MB Not Assigned (808)
Make/Model	FAA Registration # and Tanker #
Make/Model	FAA Registration # and Tanker #
Make/Model	FAA Registration # and Tanker #

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)
YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 303,000.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 303,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 303,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,525.00	\$ 105,750.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,325.00	\$ 199,500.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 305,250.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 3,525.00</b>	<b>\$ 105,750.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,325.00</b>	<b>\$ 199,500.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 305,250.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,519,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS****GENERAL REQUIREMENTS****B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.



## SECTION B – TECHNICAL SPECIFICATION

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft "N" numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

**B7.3.5** One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

**B7.3.5.1** The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

**B7.3.5.4** Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

**B7.3.5.6** This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecc> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

**B7.4.1** One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

**B7.6.1** One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part

## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

**B8.2.3** The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

**B8.2.4** Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

**B8.2.5** One properly functioning 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** Fuel servicing vehicles shall have 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).

**B8.2.8** Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

**B8.2.9** Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### **B8.3 Fuel Service Vehicle: Filtering System.**

**B8.3.1** The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

**B8.3.2** The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

**B8.3.3** The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

**B8.3.4** Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

**B8.3.5** Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

**B8.3.6** A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

**B8.3.7** The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

**B8.3.8** At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### **B8.4 Fuel Servicing Vehicle: Markings**

**B8.4.1** Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

**B8.4.2** Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous "hot" loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer's Representative's (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4 Aerial Firefighting Knowledge and Training.**

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATION

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

### B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**



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The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

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**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

**B23 Reserved**

**B24 Reserved**

### **B25 Fuel and Servicing Requirements**

**B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A, SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), 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.

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(2) **Prompt Payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic funds transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.** (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly



## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### C8 Authorized Ordering Offices

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### C9 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.

### C10 Aircraft Insurance

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

### C10.2 Contractor's Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public



## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley

DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

### -Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

CONTRACT NO. D14PC00166

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

**C25.1 Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

**C25.2 Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

**C26.1** The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

**C26.2** If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

**C26.3** The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

**C27.1** The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

**C27.1.2** The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

**C27.1.3** Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

**C27.2** During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

**C27.3** If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

**C28.1** Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

**C28.2** The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

**C29.1 Measurement of Flight Time.** Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

**C29.1.1** For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

**C29.1.2** For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

**C29.1.3** Elapsed flight time will be measured in hours and tenths/hundredths of hours.

**C29.2** Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

**C29.3** Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

**C29.4** Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

**C29.5** The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

**C29.6** When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

**C29.7** Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

**C30.1 Availability.** One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

**C30.2** Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

**C30.3 Mobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

**C30.4 Demobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

**C30.4.1** If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

**C30.5** Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.



## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, not to exceed \$1,400.00 per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional"Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

**EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

**Section B**

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

**Section C**

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterborn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

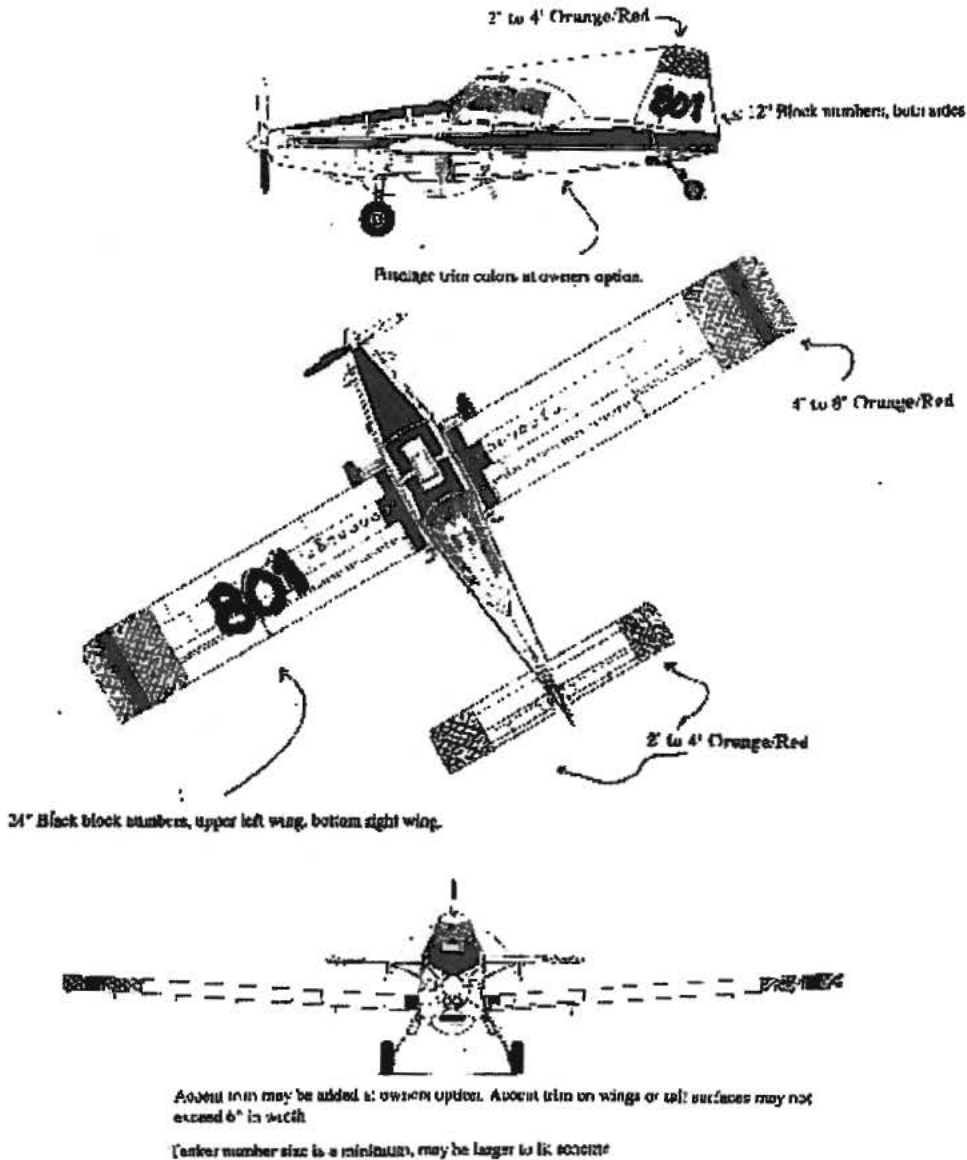
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



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**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

**EXHIBIT 7**

**Training Program Requirements  
For Airtankers and Scoopers**

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

-----  
Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

-----  
**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.81 per hour or \$152.40 per week or \$660.40 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

**HOLIDAYS:** A 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.) (See 29 CFR  
4.174)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

**HEALTH & WELFARE (Hawaii):** \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care



benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required

tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 72

2. CONTRACT NO. <b>D14PC00176</b>	3. AWARD EFFECTIVE DATE See Block 31c	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>D14PS00102</b>	6. SOLICITATION ISSUE DATE <b>04/23/2014</b>
--------------------------------------	--	-----------------	---	---

7. FOR SOLICITATION INFORMATION CALL:	8. NAME <b>Tina Young</b>	9. TELEPHONE NUMBER (No collect calls) <b>208-433-5021</b>	10. OFFER DUE DATE/LOCAL TIME <b>05/07/2014 1400 MT</b>
---------------------------------------	------------------------------	---	--

11. ISSUED BY <b>Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>	12. CODE <b>D41</b>	13. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	14. UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> (8)(A)	15. NAICS: <b>481212</b> 16. SIZE STANDARD: <b>1,500</b>
--	------------------------	--	--	---

17. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	18. DISCOUNT TERMS <b>ACCP</b>	19. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	20. RATING
--	-----------------------------------	--	------------

21. DELIVER TO <b>Acquisition Services Directorate 300 E. Mallard Dr., Ste 200 Boise, ID 83706</b>	22. CODE <b>0009836858</b>	23. ADMINISTERED BY <b>DOI, Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>	24. CODE <b>D41</b>
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25. CONTRACTOR/OFFEROR <b>Aerial Timber Applicator's Inc. P.O. Box 486 Cooperstown, ND 58425</b>	26. FACILITY CODE	27. PAYMENT WILL BE MADE BY <b>Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230</b>	28. CODE <b>D000 INV</b>
---	-------------------	---	-----------------------------

29. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

30. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE APPENDIX

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse end/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA <b>See Task Orders</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$0.00</b>
---	--

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) <b>John Wakefield Pres.</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Tina Young</b>
30c. DATE SIGNED <b>6/19/14</b>	31c. DATE SIGNED <b>6/19/2014</b>

**SECTION A - REQUIREMENTS AND PRICES**

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30, 2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aerial Timber Applicator's Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Cooperstown, ND 58425 S 32	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Airtractor 802A	FAA Registration # and Tanker # N157LA T-848	
Make/Model Airtractor 802F	FAA Registration # and Tanker # N91092 T-846	
Make/Model Airtractor 802F	FAA Registration # and Tanker # N1531S T-845	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
<b>Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items</b>

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 319,980.00</b>

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 4,000.00</b>	<b>\$ 120,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,333.00</b>	<b>\$ 199,980.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 319,980.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,599,900.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS****GENERAL REQUIREMENTS****B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft "N" numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technionics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for



the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

#### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspeccs> with the same force and affect as if they were presented as full text herein.

#### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

#### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

#### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

## SECTION B – TECHNICAL SPECIFICATIONS

daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/closed circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

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 service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufacturer's data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufacturer's recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

## SECTION B – TECHNICAL SPECIFICATIONS

high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

### B8.5 Fuel Servicing Vehicle: Operations

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous "hot" loading and refueling.

### PERSONNEL REQUIREMENTS

#### B9 Pilot Requirements

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

#### 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 Contracting Officer's Representative's (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as "Level I" (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot's logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a "Pilot Trainer" for the purposes of training a new pilot. The new pilot will be designated as a "Trainee" pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated "Pilot Trainer" and "Trainee" pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the "Trainee" while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT "Pilot Trainer" must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

#### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

#### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

### **OPERATIONS**

#### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.



**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

## **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

## **B23 Reserved**

## **B24 Reserved**

## **B25 Fuel and Servicing Requirements**

### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A, SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – CONTRACT TERMS AND CONDITIONS

## CONTRACT CLAUSES

**C1. Contract Terms and Conditions – Commercial Items  
(52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

*(i) Payment. –*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).
  - (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).
  - (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
  - (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)
  - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.
  - (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).
  - (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (11) [Reserved]
- (12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).
  - (ii) Alternate I (NOV 2011).
  - (iii) Alternate II (NOV 2011).
- (13) (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.
- (14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).
  - (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.
  - (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).
- (18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).
- (19)(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.
- (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).
- (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).
- (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).
- (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this



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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

**C7.2 Task Orders**. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

**C7.2.1** The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

**C7.3** The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

**C7.4** The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

**C8.1** Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

**C10.1** The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### **C10.2 Contractor's Environmental Responsibilities**

**C10.2.1** The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

**C10.2.2** The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

**C10.2.3.** The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

**C10.2.4.** The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

**C10.2.5.** The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

#### **C10.3 Property and Personal Damage**

**C10.3.1** The Contractor shall use every precaution necessary to prevent damage to public and private property.

**C10.3.2** The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

**C10.3.3** The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect **not** to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within **30** calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than **seven** days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302

Phone: 770-458-7474  
Fax: 770-458-6677



## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C16.2.3 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

#### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

#### -Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

#### C18. Mishaps

##### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
 Fatal Injury  
 Incident  
 Operator  
 Serious Injury  
 Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

##### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

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cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

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The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

**C25.1 Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

**C25.2 Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

**C26.1** The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

**C26.2** If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

**C26.3** The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

**C27.1** The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

**C27.1.2** The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

**C27.1.3** Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

**C27.2** During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

**C27.3** If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

**C28.1** Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

**C28.2** The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...*moves under its own power for the purposes of flight...*” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...*when the aircraft comes to rest after landing...*” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

**EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart



**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.
<p><i>NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1</i></p> <p><i>NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2</i></p> <p><i>Detailed information about and how to register for NAFA and NAFA II is available at: <a href="http://www.nafri.com">www.nafri.com</a></i></p>				

**EXHIBIT 2****UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div.)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

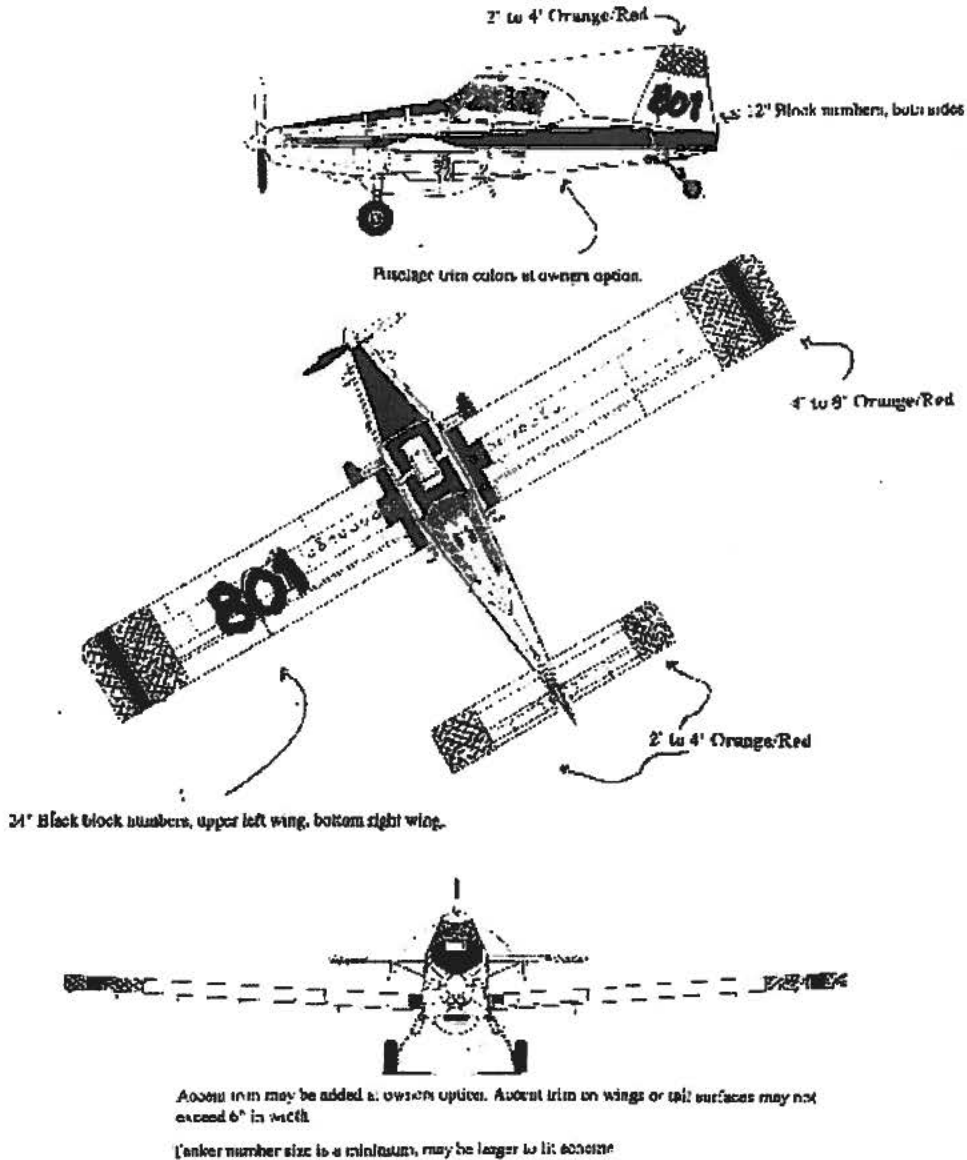
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





SECTION C – TERMS AND CONDITIONS

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 6**

**RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS**

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
  
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## EXHIBIT 7

### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)



**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- |    |  |                      |
|----|--|----------------------|
| A. | <u>EMPLOYEE CLASS</u>                                  | <u>MONETARY WAGE</u> |
|    | Aircraft Pilot, GS-11                                  | \$ 27.03             |
|    | Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20             |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |    |                                    |     |                  |
|----|------------------------------------|-----|------------------|
| 1. | New Year's Day                     | 6.  | Labor Day        |
| 2. | Martin Luther King, Jr.'s Birthday | 7.  | Columbus Day     |
| 3. | President's Day                    | 8.  | Veterans Day     |
| 4. | Memorial Day                       | 9.  | Thanksgiving Day |
| 5. | Independence Day                   | 10. | Christmas Day    |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 10

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

-----  
Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

-----  
ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

HOLIDAYS: A 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.) (See 29 CFR  
4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

HEALTH & WELFARE (Hawaii): \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care

benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required



tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

2 CONTRACT NO D14PC00155 3 AWARD EFFECTIVE DATE See Block 31c 4 ORDER NUMBER 5 SOLICITATION NUMBER D14PS00102 6 SOLICITATION ISSUE DATE 04/23/2014

FOR SOLICITATION INFORMATION CALL: NAME Tina Young b TELEPHONE NUMBER (No collect calls) 208-433-5021 8 OFFER DUE DATE/LOCAL TIME 05/07/2014 1400 MT

9 ISSUED BY CODE D41 10 THIS ACQUISITION IS UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706  
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 481212  
 HUBZONE SMALL BUSINESS EDWOSB  
 SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD 1,500

11 DELIVERY FOR F06 DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12 DISCOUNT TERMS ACCP 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING 14 METHOD OF SOLICITATION  RFQ  IFB  RFP

15 DELIVER TO CODE 0009836858 16 ADMINISTERED BY CODE D41  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a CONTRACTOR/OFFEROR CODE FACILITY CODE 17b PAYMENT WILL BE MADE BY CODE D000 INV  
 Fletcher Flying Service, Inc.  
 P.O. Box 1272  
 Labelle, FL 33975  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230  
 TELEPHONE NO. (239) 860-2028

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See Task Orders 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

X 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ARE  ARE NOT ATTACHED  
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED ADDENDA ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. X 29 AWARD OF CONTRACT D14PS00102 OFFER DATED 05/02/2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a SIGNATURE OF OFFEROR/CONTRACTOR *Stephen J. Fletcher* 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Tina Young*  
 30b NAME AND TITLE OF SIGNER (Type or print) Stephen J. Fletcher, President 30c DATE SIGNED 5/2/2014 31b NAME OF CONTRACTING OFFICER (Type or print) Tina Young 31c DATE SIGNED 5/29/14

**SECTION A - REQUIREMENTS AND PRICES**

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CONTRACT NO. D14PC00155

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight

GPM gallons per minute  
GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30, 2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Fletcher Flying Service, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Immokalee, FL (KIMM)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N419FF/T-819 Type 3
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N801FF/T-801 Type 3
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N428LA/TBD (formally T-493) Type 4
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N41119/TBD (formally T-422) Type 4
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,100.00	\$ 93,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,850.00	\$ 171,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 264,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,162.00	\$ 94,860.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,907.00	\$ 174,420.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 269,280.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,225.00	\$ 96,750.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,965.00	\$ 177,900.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 274,650.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,290.00	\$ 98,700.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,024.00	\$ 181,440.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 280,140.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 3,356.00</b>	<b>\$ 100,680.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,084.00</b>	<b>\$ 185,040.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 285,720.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,373,790.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS**

**GENERAL REQUIREMENTS**

**B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available to government representatives on request. Following receipt of

a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by

using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

B7.1 General

## SECTION B – TECHNICAL SPECIFICATIONS

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located

and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after

## SECTION B – TECHNICAL SPECIFICATIONS

October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

**B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.**

**B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.**

**B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available**

at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.**

**B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecc> with the same force and affect as if they were presented as full text herein.**

### B7.4 Navigational Systems.

**B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.**

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

**B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part 91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.**

**B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible**

## SECTION B – TECHNICAL SPECIFICATIONS

tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NII/CD/docs/approved\\_radios.pdf](http://www.nifc.gov/NII/CD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### B8. Fuel Service Vehicle/SEAT Support Vehicle

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose



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must be free of damage or cracks that expose underlying cord and kept in good repair.

**B8.2.4** Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

**B8.2.5** One properly functioning 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** Fuel servicing vehicles shall have 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).

**B8.2.8** Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

**B8.2.9** Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

**B8.3 Fuel Service Vehicle: Filtering System.**

**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 service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

**B8.3.3** The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv

Media Migration	10 fibres/litre
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**B8.3.4** Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

**B8.3.5** Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

**B8.3.6** A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

**B8.3.7** The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

**B8.3.8** At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

**B8.4 Fuel Servicing Vehicle: Markings**

**B8.4.1** Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

**B8.4.2** Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-

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inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous "hot" loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer's Representative's (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.

<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4 Aerial Firefighting Knowledge and Training.**

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

**B10.4.1.1** All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

**B10.4.1.2** All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

**B10.4.1.3** New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

**B10.4.1.4** Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy

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within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for Level I pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

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B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

### B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### B12 Personnel Duty Limitations

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### B13 Mission Currency and Proficiency

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A

pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government's discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as "mission" flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor's responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### B14-15 Reserved

### B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### B17 Fuel Service/Support Vehicle Driver Duty Limitations

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

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B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### B18 Relief PIC

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## OPERATIONS

### B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

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B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### B21 Security of Aircraft and Equipment

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B21.2 Physical Aircraft Security. Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

## SECTION B – TECHNICAL SPECIFICATIONS

### B22 Personal Protective Equipment (PPE)

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

B22.1 Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

B22.2 Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

B22.3 Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

B22.4 Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use. See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

B22.5 Pilots must wear leather, polyamide, or aramid gloves.

B22.6 Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### B23 Reserved

### B24 Reserved

### B25 Fuel and Servicing Requirements

#### B25.1 General

B25.1.1 Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are

authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.2 Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.1.3 The Contractor must have a fuel quality assurance program.

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B25.1.5 If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

B25.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

B25.1.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## SECTION B – TECHNICAL SPECIFICATIONS

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine

overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

B27.3 Air Tractor Aircraft only: Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A, SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

#### B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

B28.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

#### B29 Maintenance



## SECTION B – TECHNICAL SPECIFICATIONS

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – CONTRACT TERMS AND CONDITIONS

## CONTRACT CLAUSES

**C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

## SECTION C – TERMS AND CONDITIONS

(3) *Electronic funds transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for 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.

## SECTION C – TERMS AND CONDITIONS

(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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement

## SECTION C – TERMS AND CONDITIONS

provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).
- (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13) (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).
- (14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

- (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).
- (19)(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.
- (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).
- (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).
- (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the

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acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

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shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

##### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in

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Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period.

Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.



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C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the

Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic

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reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### **C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor

must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### **C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **GENERAL CONTRACT TERMS AND CONDITIONS**

### **C6. Type of Contract (52.216-1 APR 1984).**

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### **C6.1 Indefinite Quantity (52.216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order

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to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource

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Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### C8 Authorized Ordering Offices

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### C9 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.

### C10 Aircraft Insurance

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor's Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### C11 Notice of Contractor Performance Assessment Reporting System (July 2010)

## SECTION C – TERMS AND CONDITIONS

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to

this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### C12. Contractor Personnel Security Requirements

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace

## SECTION C – TERMS AND CONDITIONS

coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the

Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5077  
Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office  
DOI – Office of Aviation Services (OAS)  
3190 NE Expressway, Suite 250  
Atlanta, GA 30341-5302

Phone: 770-458-7474  
Fax: 770-458-6677

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT,

## SECTION C – TERMS AND CONDITIONS

the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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

## SECTION C – TERMS AND CONDITIONS

CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**



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C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C19.3 **Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

C19.4 **Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

C19.5 **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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

C19.6 The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

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C19.7 The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

C19.8 Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

C19.9 The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine

maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C24.1 Extended Standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

#### C26 Maintenance During Availability Period

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

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C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### C27. Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

### MEASUREMENT AND PAYMENT

#### C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit

10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

#### C28.3 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: "...*moves under its own power for the purposes of flight...*" is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: "...*when the aircraft comes to rest after landing...*" is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

## SECTION C – TERMS AND CONDITIONS

C29.4 **Flights for Contractor's Benefit.** The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### **C30. Mobilization/Demobilization**

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of

hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### **C31. Additional Pay Items**

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C31.1 Subsistence Allowance. The Contractor will NOT be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

## SECTION C – TERMS AND CONDITIONS

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 “Additional” Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 “Additional” Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge must be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### C32 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### EXHIBITS

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program

## SECTION C – TERMS AND CONDITIONS

- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart
- 10-Transportation Worksheet

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

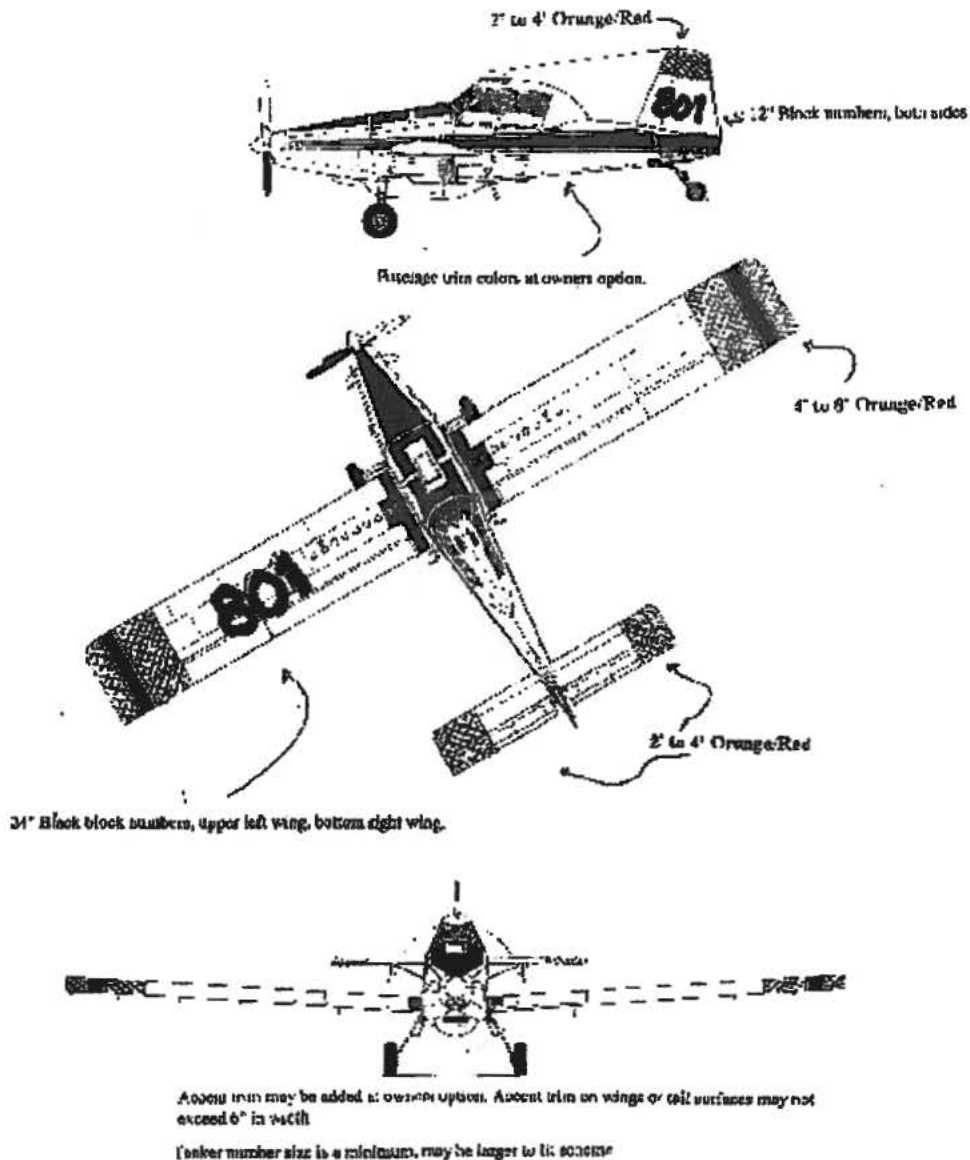
**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

EXHIBIT 3 (continued)

High Visibility Paint Schemes for SEAT Aircraft (cont.)

High Visibility Paint Schemes for SEAT Aircraft (cont.)





SECTION C – TERMS AND CONDITIONS

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

**EXHIBIT 7**

**Training Program Requirements  
For Airtankers and Scoopers**

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

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Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.81 per hour or \$152.40 per week or \$660.40 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

**HOLIDAYS:** A 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.) (See 29 CFR  
4.174)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

**HEALTH & WELFARE (Hawaii):** \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care

benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required

tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

FPDS-NG 'attribute' fields:									
Dept and Agency		Contract Identification							Contract Date
Contracting Agency ID	Contracting Office ID	PIID Agency ID	PIID	Modification Number	Referenced IDV PIID	Referenced IDV Agency ID	Referenced IDV Mod Number	Transaction Number	Last Date To Order (IDV)
1406	00080	1406	IND14PC00155	0			0		4/30/15
1406	00080	1406	IND14PC00155	1					4/30/16
1406	00080	1406	IND14PC00155	2					4/30/16
1406	00080	1406	IND14PC00156	0			0		4/30/15
1406	00080	1406	IND14PC00156	1					4/30/16
1406	00080	1406	IND15PD00272	0	IND14PC00156	1406	0	0	
1406	00080	1406	IND14PC00161	0			0		4/30/15
1406	00080	1406	IND14PC00161	1					4/30/16
1406	00080	1406	IND14PC00162	0			0		4/30/15
1406	00080	1406	IND14PC00162	1					4/30/16
1406	00080	1406	IND14PC00163	0			0		5/31/15
1406	00080	1406	IND14PC00163	1					4/30/16
1406	00080	1406	IND14PC00164	0			0		5/31/15
1406	00080	1406	IND14PC00164	1					4/30/16
1406	00080	1406	IND14PC00165	0			0		4/30/15
1406	00080	1406	IND14PC00165	1					4/30/16
1406	00080	1406	IND14PC00166	0			0		4/30/15
1406	00080	1406	IND14PC00166	1					4/30/16
1406	00080	1406	IND14PC00166	2					4/30/16
1406	00080	1406	IND14PC00167	0			0		5/31/15
1406	00080	1406	IND14PC00167	1					4/30/16
1406	00080	1406	IND14PC00168	0			0		5/31/15
1406	00080	1406	IND14PC00168	1					4/30/16
1406	00080	1406	IND14PC00169	0			0		4/30/15
1406	00080	1406	IND14PC00169	1					4/30/16



1406	00080	1406	IND14PC00170	0			0		4/30/15
1406	00080	1406	IND14PC00170	1					4/30/16
1406	00080	1406	IND14PC00170	2					4/30/16
1406	00080	1406	IND14PC00176	0			0		4/30/15
1406	00080	1406	IND14PC00176	1					4/30/16

s								
						Funding Source		
Completion Date	Date Signed	Effective Date	Est. Ultimate Completion Date	Fiscal Year	Signed Date	Funding Agency ID	Funding Agency Name	Funding Office ID
	6/18/14	6/18/14		2014	6/18/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/19/15	5/19/15		2015	5/19/15	1422	BUREAU OF LAND	FA250
	6/18/14	6/18/14		2014	6/18/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
4/30/16	10/29/15	10/29/15	4/30/16	2016	10/29/15	12C2	FOREST SERVICE	0345
	6/16/14	6/16/14		2014	6/16/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	4/14/15	5/1/15		2015	4/14/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/18/15	6/18/15		2015	6/18/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	4/15/15	5/1/15		2015	4/15/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250

	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	4/14/15	5/1/15		2015	4/14/15	1422	BUREAU OF LAND	FA250
	6/24/15	6/24/15		2015	6/24/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/27/15	1/27/15		2015	1/27/15	1422	BUREAU OF LAND	FA250

			Contract Marketing Data			Contract Information				
Funding Office Name	Is Funded by Foreign Entity (Foreign Funding ) Code	Reason for Inter Agency Contracting	Fee for Use of Service (IDV)	Who Can Use (IDV)	Fee Paid For Use of IDV	Program Acronym (IDV)	Type Of IDC (IDV)	A-76 Action Code	Contingency Humanitarian Peacekeeping Operation	Contract Financing
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
AERIAL FIRE DEPOT	X		N/A	N/A	\$0	N/A	N/A	N	X	
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A

FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A



X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N

Legislative Mandates										
Purchase Card as Payment Method Code	Purchase Card as Payment Method Description	Sea Transportation	Subcontract Plan	Treasury Account Symbol Agency Identifier	Treasury Account Symbol Main Account Code	Type Of Contract Pricing	Clinger Cohen Act Code	Davis Bacon Act Code	Interagency Contracting Authority Code	Service Contract Act Code
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N	NO	UNKNOWN		12	1115	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y



N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y

Product or Service Information											
Walsh Healey Act Code	Bundled Requirements	Consolidated Contract Code	Description of Requirement	Domestic or Foreign Entity Code	Info Tech Commercial Item Category	NAICS Code	NAICS Description	Product or Service Code	Product or Service Description	Recovered Materials/Sustainability	System Equipment Code
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A		481212	NONSCHEDULED	V221	TRANSPORTATION	C	
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF M&M	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF M&M	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF QUEE	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF QUEE	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF NEW	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF NEW	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF EVERC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF EVERC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF WEST	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF WEST	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF MINU	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF MINU	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A

N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF AERIA	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF AERIA	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A







A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC

Transaction Information								
Type of Set Aside	Award or IDV Type	Created Via	Last Modified By	Last Modified Date	Part 8 Or Part 13	Prepared By	Prepared Date	Reason For Modification Code
SMALL BUSINESS	IDC	BS	TIYOUNG	11/25/14		TIYOUNG	6/18/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		TIYOUNG	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	5/19/15		SETZEL	5/19/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/18/14		TIYOUNG	6/18/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	DELIVERY ORDER	BS	SETZEL	10/29/15		SETZEL	10/29/15	
SMALL BUSINESS	IDC	BS	TIYOUNG	6/17/14		TIYOUNG	6/17/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	10/8/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	6/18/15		SETZEL	6/18/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G



SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	6/24/15		SETZEL	6/24/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/27/15		TIYOUNG	1/27/15	G

Reason For Modification Description	Congressional District - Contractor	DUNS Number	Vendor Name	Global DUNS Number	Global Vendor Name
	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
EXERCISE AN OPT	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
SUPPLEMENTAL A	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
EXERCISE AN OPT	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
	03	050316918	AERO TECH, INC.	050316918	AERO TECH INC.
EXERCISE AN OPT	03	050316918	AERO TECH, INC.	050316918	AERO TECH INC.
	14	054450598	M. & M. AIR SERVICE OF B	054450598	M. & M. AIR SERVICE OF B
EXERCISE AN OPT	14	054450598	M. & M. AIR SERVICE OF B	054450598	M. & M. AIR SERVICE OF B
	07	363011321	AERO SPRAY INC	363011321	AERO SPRAY INC
EXERCISE AN OPT	07	363011321	AERO SPRAY INC	363011321	AERO SPRAY INC
	02	094665585	QUEEN BEE AIR SPECIALTI	094665585	QUEEN BEE AIR SPECIALTI
EXERCISE AN OPT	02	094665585	QUEEN BEE AIR SPECIALTI	094665585	QUEEN BEE AIR SPECIALTI
		967727884	NEW FRONTIER AVIATION	967727884	NEW FRONTIER AVIATION
EXERCISE AN OPT		967727884	NEW FRONTIER AVIATION	967727884	NEW FRONTIER AVIATION
		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
EXERCISE AN OPT		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
SUPPLEMENTAL A		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
	05	167104251	EVERGREEN FLYING SERVI	167104251	EVERGREEN FLYING SERVI
EXERCISE AN OPT	05	167104251	EVERGREEN FLYING SERVI	167104251	EVERGREEN FLYING SERVI
	07	968111237	WESTERN PILOT SERVICE	968111237	WESTERN PILOT SERVICE
EXERCISE AN OPT	07	968111237	WESTERN PILOT SERVICE	968111237	WESTERN PILOT SERVICE
	00	046917902	MINUTEMAN AVIATION, I	046917902	MINUTEMAN AVIATION I
EXERCISE AN OPT	00	046917902	MINUTEMAN AVIATION, I	046917902	MINUTEMAN AVIATION I

	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
EXERCISE AN OPTION	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
SUPPLEMENTAL AGREEMENT	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
		078671484	AERIAL TIMBER APPLICATION	078671484	AERIAL TIMBER APPLICATION
EXERCISE AN OPTION		078671484	AERIAL TIMBER APPLICATION	078671484	AERIAL TIMBER APPLICATION

<b>Business Size Selection</b>						
<b>Vendor Street</b>	<b>Vendor City</b>	<b>Vendor State</b>	<b>Zip</b>	<b>Cos Business Size Selection</b>	<b>Reason Not Awarded To Small Business</b>	<b>Reason Not Awarded To Small Disadvantaged Business</b>
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI		
5333 E 21ST ST	CLOVIS	NEW MEXI	881011021	SMALL BUSI	N/A	N/A
5333 E 21ST ST	CLOVIS	NEW MEXI	881011021	SMALL BUSI	N/A	N/A
12895 HWY 124	BEAUMONT	TEXAS	777057112	SMALL BUSI	N/A	N/A
12895 HWY 124	BEAUMONT	TEXAS	777057112	SMALL BUSI	N/A	N/A
2126 70TH ST SW	APPLETON	MINNESOT	562081804	SMALL BUSI	N/A	N/A
2126 70TH ST SW	APPLETON	MINNESOT	562081804	SMALL BUSI	N/A	N/A
136 N YELLOWSTONE HW	RIGBY	IDAHO	834425657	SMALL BUSI	N/A	N/A
136 N YELLOWSTONE HW	RIGBY	IDAHO	834425657	SMALL BUSI	N/A	N/A
149 SIGNAL POINT RD	FORT BENTON	MONTANA	594420000	SMALL BUSI	N/A	N/A
149 SIGNAL POINT RD	FORT BENTON	MONTANA	594420000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
76 ELLIS LN	RAYVILLE	LOUISIANA	712697318	SMALL BUSI	N/A	N/A
76 ELLIS LN	RAYVILLE	LOUISIANA	712697318	SMALL BUSI	N/A	N/A
2803 N 7TH AVE STE 14	PHOENIX	ARIZONA	850071130	SMALL BUSI	N/A	N/A
2803 N 7TH AVE STE 14	PHOENIX	ARIZONA	850071130	SMALL BUSI	N/A	N/A
5225 HWY 10 W AIRPORT	MISSOULA	MONTANA	598060016	SMALL BUSI	N/A	N/A
5225 HWY 10 W AIRPORT	MISSOULA	MONTANA	598060016	SMALL BUSI	N/A	N/A

60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
90 114TH AVE NE	COOPERSTOWN	NORTH DA	584250000	SMALL BUSI	N/A	N/A
90 114TH AVE NE	COOPERSTOWN	NORTH DA	584250000	SMALL BUSI	N/A	N/A

Referenced IDV Information							
Ref IDV Contracting Agency ID	Ref IDV Contracting Officers Business Size Selection	Ref IDV Multiple Or Single Award IDV	Ref IDV NAICS Code	Ref IDV Part 8 Or Part 13	Ref IDV Subcontract Plan	Ref IDV Subcontract Plan Descr	Ref IDV Type
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
1406	SMALL BU	M	481212		B	PLAN NOT REQUIRED	IDC
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			

				N/A			
				N/A			
				N/A			
				N/A			
				N/A			

Dept-Agency Info II						
Ref IDV Type Of Contract Pricing	Ref IDV Type Of Contract Pricing Descr	Ref IDV Type Of IDC	Ref IDV Type Of IDC Descr	Ref IDV Who Can Use	Organizatio n Code	Organizatio n ID
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
J	FIRM FIXED PRICE	B	INDEFINITE DELIVERY / INDEFINITE	ONLY MY	~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
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					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~



					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~

					FPDS-NG 'metric' fields:			
Funding Info II					Dollars			Actions
Contracting Agency Name	Contracting Office Name	Contracting Department ID	Funding Department ID	Funding Department Name	Dollars Obligated	Base And Exercised Options Delta This Action	Base And All Options Delta This Action	Actions
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1200	AGRICULTURE,	\$154,181.75	\$154,181.75	\$154,181.75	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1

OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1

Derived from FPDS-NG data fields:												
General										Client info		
Number of Records	Awd or IDV	FM	FY	FYFM	Qtr	FYQtr	Office	Office Name	PO Num	Funding Agency	FA Name	Client Level A
1	I	9	2014	201409	3	20143	9	Boise ID	155	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	155	1422		1422
1	I	8	2015	201508	3	20153	9	Boise ID	155	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	156	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	156	1422		1422
1	A	1	2016	201601	1	20161	9	Boise ID	272	12C2		12C2
1	I	9	2014	201409	3	20143	9	Boise ID	161	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	161	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	162	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	162	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	163	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	163	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	164	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	164	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	165	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	165	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	166	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	166	1422		1422
1	I	9	2015	201509	3	20153	9	Boise ID	166	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	167	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	167	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	168	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	168	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	169	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	169	1422		1422

1	I	9	2014	201409	3	20143	9	Boise ID	170	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	170	1422		1422
1	I	9	2015	201509	3	20153	9	Boise ID	170	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	176	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	176	1422		1422



1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV

Latest Mod info:								
identification		from base			totals / summaries			
Latest Mod?	PIID	original date signed	original effective date	original contractin g office ID	multiple contractin g office IDs	multiple funding office IDs	multiple funding agency IDs	check dates
FM	[IND14PC00155	6/18/2014	6/18/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00155	6/18/2014	6/18/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00156	6/18/2014	6/18/2014	[00080	FALSE	FALSE	FALSE	FALSE
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LM	[IND15PD00272	10/29/2015	10/29/2015	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00161	6/16/2014	6/16/2014	[00080	FALSE	FALSE	FALSE	FALSE
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FM	[IND14PC00162	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00162	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00163	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00163	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00164	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
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FM	[IND14PC00166	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00166	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00167	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00167	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00168	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00168	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00169	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00169	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE



FM	[IND14PC00170	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00170	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00176	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00176	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE

							other:
							compare
PIID first mod found	PIID last mod found	count of actions found	total dollars obligated (base and all mods)	total base and exercised options	total base and all options	total of Actions field	TAS = Funding Agency?
[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[0	1	\$154,181.75	\$154,181.75	\$154,181.75	1	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y

[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y

FBMS Crosswalk		Prism (the 'last finalized' action in Prism)				
Legacy number for docs with PIID change	New PIID assigned, not changed	Prism Version (Mod) Num	Site	CO	Buyer	COR
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	0	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2

#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2



RELEASED
RELEASED
RELEASED
RELEASED
RELEASED

2. CONTRACT NO: **D14PC00161**      3. AWARD/EFFECTIVE DATE: **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_

5. SOLICITATION NUMBER: **D14PS00102**      8. SOLICITATION ISSUE DATE: **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      b. TELEPHONE NUMBER: **208-433-5021**      (No collect calls)      8. OFFER DUE DATE/LOCAL TIME: **05/07/2014 1400 MT**

9 ISSUED BY: **Interior Business Center, AQD**  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR:  
 SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS       (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS       EDWOSB       8(A)      SIZE STANDARD: **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE      12. DISCOUNT TERMS: **ACCP**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING: \_\_\_\_\_

14. METHOD OF SOLICITATION:  RFP       IFB       RFP

15 DELIVER TO: **Acquisition Services Directorate**  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706

16 ADMINISTERED BY: **DOI, Interior Business Center, AQD**  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

17a. CONTRACTOR/OFFEROR: **Aero Tech, Inc.**  
5333 E. 21st St.  
Clovis, New Mexico 88101

18a. PAYMENT WILL BE MADE BY: **Department of the Interior**  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER       18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **04/30/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 

30b. NAME AND TITLE OF SIGNER (Type or print): **Ted Stallings - President**

30c. DATE SIGNED: **4/30/2014**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 

31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**

31c. DATE SIGNED: **5/29/14**



## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aero Tech, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Clovis, NM	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N166LA Tanker #831	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N802LA Tanker #802	
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N627JP Tanker #833	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N457AT Tanker #847	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N508LA Tanker #837 – reserved new tanker#	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N232AT Tanker #888	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N9197F Tanker #889 – changing from #487	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,800.00	\$ 84,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 252,000.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,900.00	\$ 87,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 255,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,900.00	\$ 87,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 255,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,800.00	\$ 168,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 258,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,000.00</b>	<b>\$ 90,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 2,800.00</b>	<b>\$ 168,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 258,000.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,278,000.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>



## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

## SECTION B – TECHNICAL SPECIFICATIONS

daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

**SECTION B – TECHNICAL SPECIFICATIONS**

high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:



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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

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complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.



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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)



## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00161



## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

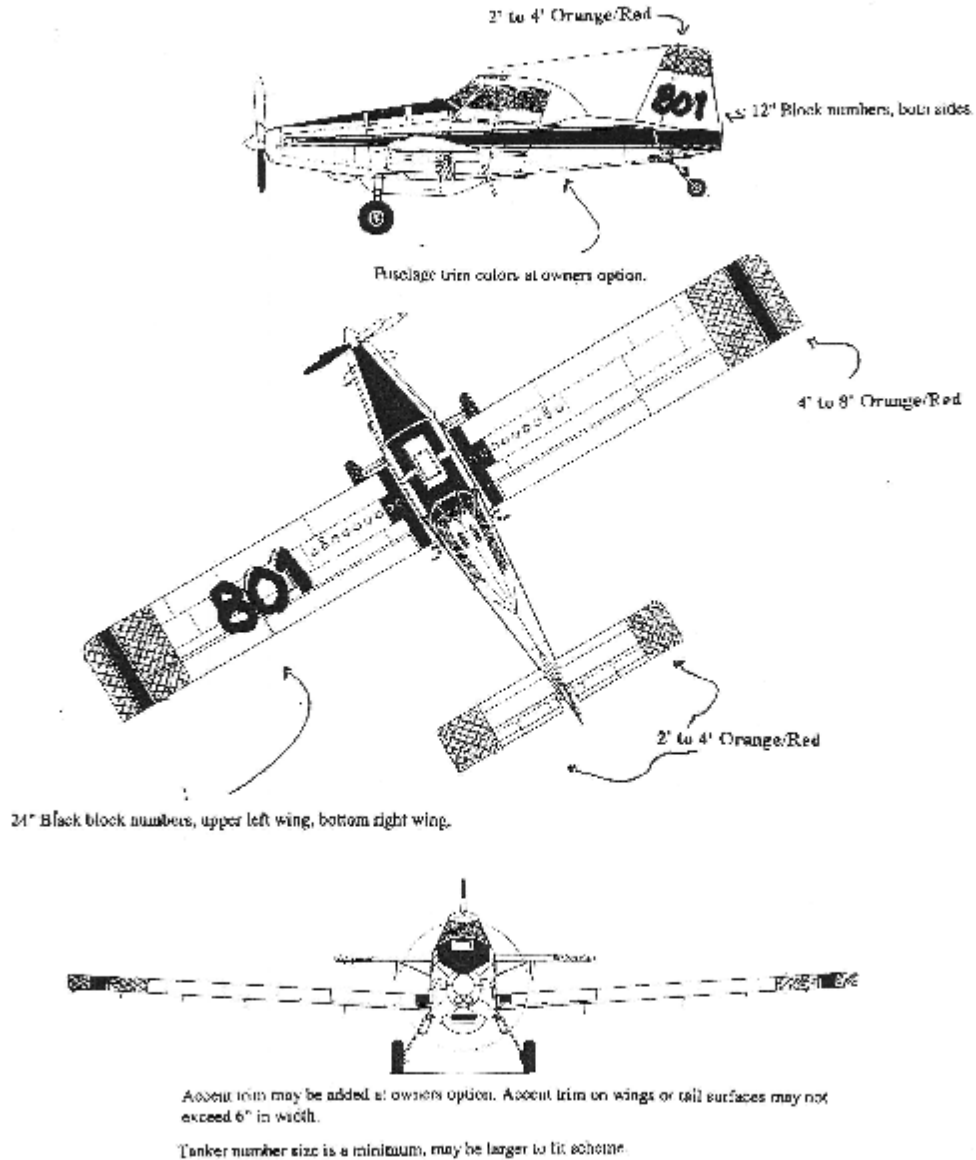
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)







**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.




SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE OF
2. CONTRACT NO. D14PC00162		3. AWARD/ EFFECTIVE DATE See Block 31c		4. ORDER NUMBER	
5. SOLICITATION NUMBER D14PS00102		6. SOLICITATION ISSUE DATE 04/23/2014			
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Tina Young		b. TELEPHONE NUMBER (No collect calls) 208-433-5021	
8. OFFER DUE DATE/LOCAL TIME 05/07/2014 1400 MT		9. ISSUED BY Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481212 SIZE STANDARD: 1,500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS ACCP		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO Acquisition Services Directorate 300 E. Mallard, Ste 200 Boise, ID 83706		16. ADMINISTERED BY DOI, Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706		17a. CONTRACTOR/ OFFEROR M&M AIR SERVICE OF BEAUMONT, LLC 12895 Hwy 124 JEFFERSON COUNTY BEAUMONT, TX 77705-7112 TELEPHONE NO. 409 656 5998	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18. PAYMENT WILL BE MADE BY Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230		19. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
19. ITEM NO. 00010		20. SCHEDULE OF SUPPLIES/SERVICES ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015 On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	
				22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Task Orders		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. <input type="checkbox"/>	
29. AWARD OF CONTRACT DATED 04-24-2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) GEORGE MITCHELL, JR. PRES.		30c. DATE SIGNED 04-24-2014		31b. NAME OF CONTRACTING OFFICER (Type or print) Tina Young	
				31c. DATE SIGNED 5/29/14	

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30, 2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> M & M Air Service of Beaumont, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Beaumont, Texas	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N6131K T-809	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N1558W T-824	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8510M T-866	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8507N T-867	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**

*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
<b>Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items</b>

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,250.00	\$ 97,500.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 277,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,350.00	\$ 100,500.00
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,100.00	\$ 186,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 286,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,450.00	\$ 103,500.00
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,200.00	\$ 192,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 295,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	<b>Estimated</b> 30	DAYS	\$ 3,550.00	\$ 106,500.00
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 304,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,650.00</b>	<b>\$ 109,500.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,400.00</b>	<b>\$ 204,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 313,500.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,477,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOURLY	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOURLY	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

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B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained



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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,



## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.



## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting



## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00162

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

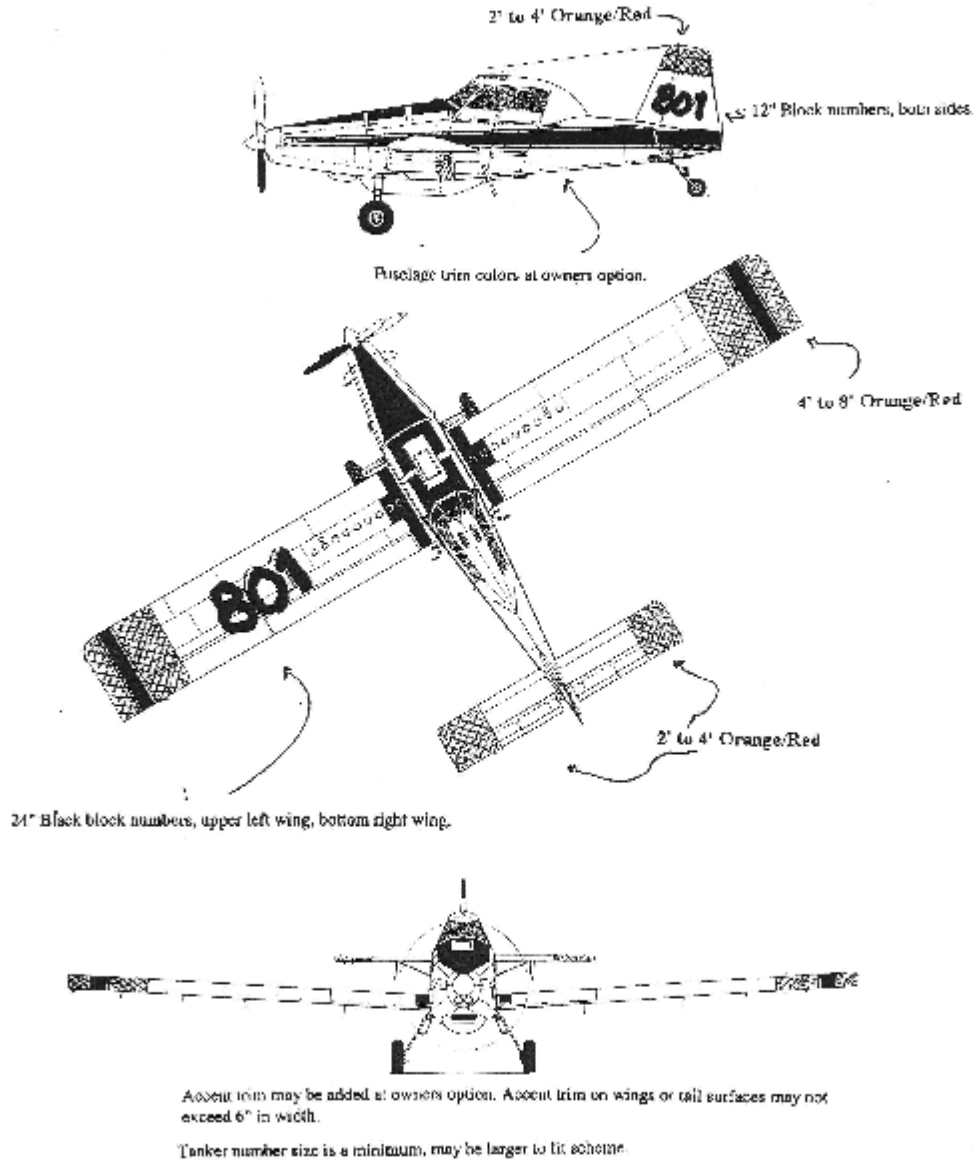
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

**EXHIBIT 4**

**Airworthiness Directive Compliance Record**

6/8/98

AC 43-9C  
Appendix 1

**APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)**

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

\* Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

2. CONTRACT NO. **D14PC00163** 3. AWARD/EFFECTIVE DATE **See Block 31c** 4. ORDER NUMBER \_\_\_\_\_ 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young** 8. TELEPHONE NUMBER (No collect calls) **208-433-5021** 9. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

10. ISSUED BY CODE **D41** 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD **1,500**

Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS **ACCP** 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 700)  13b. RATING \_\_\_\_\_ 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE **0009836858** 16. ADMINISTERED BY CODE **D41**  
**Acquisition Services Directorate**  
**300 E. Mallard Dr., Ste 200**  
**Boise, ID 83706**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY CODE **D000 INV**  
**Aero Spray, Inc.**  
**P.O. Box 102**  
**Appleton, MN 56208**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

TELEPHONE NO **(320) 289-1601** 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **5/2/2014** YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR **John Schwenk** 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) **Tina Young**  
 30b. NAME AND TITLE OF SIGNER (Type or print) **John Schwenk, CEO** 30c. DATE SIGNED **5/2/2014** 31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young** 31c. DATE SIGNED **5/2/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aero Spray, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Appleton, MN (KAQP)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N8522Q/T-858	PT6A-67AG Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N1546H/T-885	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N6159F/T-890	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N10122/T-851	PT6A-67F Engine
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N212FB/T-852	PT6A-67F Engine
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N8512L/T-891	PT6A-67F Engine
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,334.00	\$ 100,020.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,992.00	\$ 179,520.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 279,540.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,417.00	\$ 102,510.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,067.00	\$ 184,020.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 286,530.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,502.00	\$ 105,060.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,144.00	\$ 188,640.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 293,700.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,590.00	\$ 107,700.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,223.00	\$ 193,380.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 301,080.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,680.00</b>	<b>\$ 110,400.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,304.00</b>	<b>\$ 198,240.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 308,640.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,469,490.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for



## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.



## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this



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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C.3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677



## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00163

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart



**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

SECTION C – TERMS AND CONDITIONS

EXHIBIT 2

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none"><li>1. Frayed: 5 percent or more</li><li>2. Torn</li><li>3. Crushed</li><li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li><li>5. Creased: no structural damage allowed</li><li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li></ol>
Hardware	<ol style="list-style-type: none"><li>1. Inoperable buckle or other hardware</li><li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li><li>3. Fabricated bushings or tie wraps used as bushings</li><li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li><li>5. Wear: wear beyond normal use</li></ol>
Stitches	<ol style="list-style-type: none"><li>1. Broken or missing</li><li>2. Severe fading or discoloring</li><li>3. Inconsistent pattern</li></ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"><li>1. Missing</li><li>2. Illegible</li></ol>
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

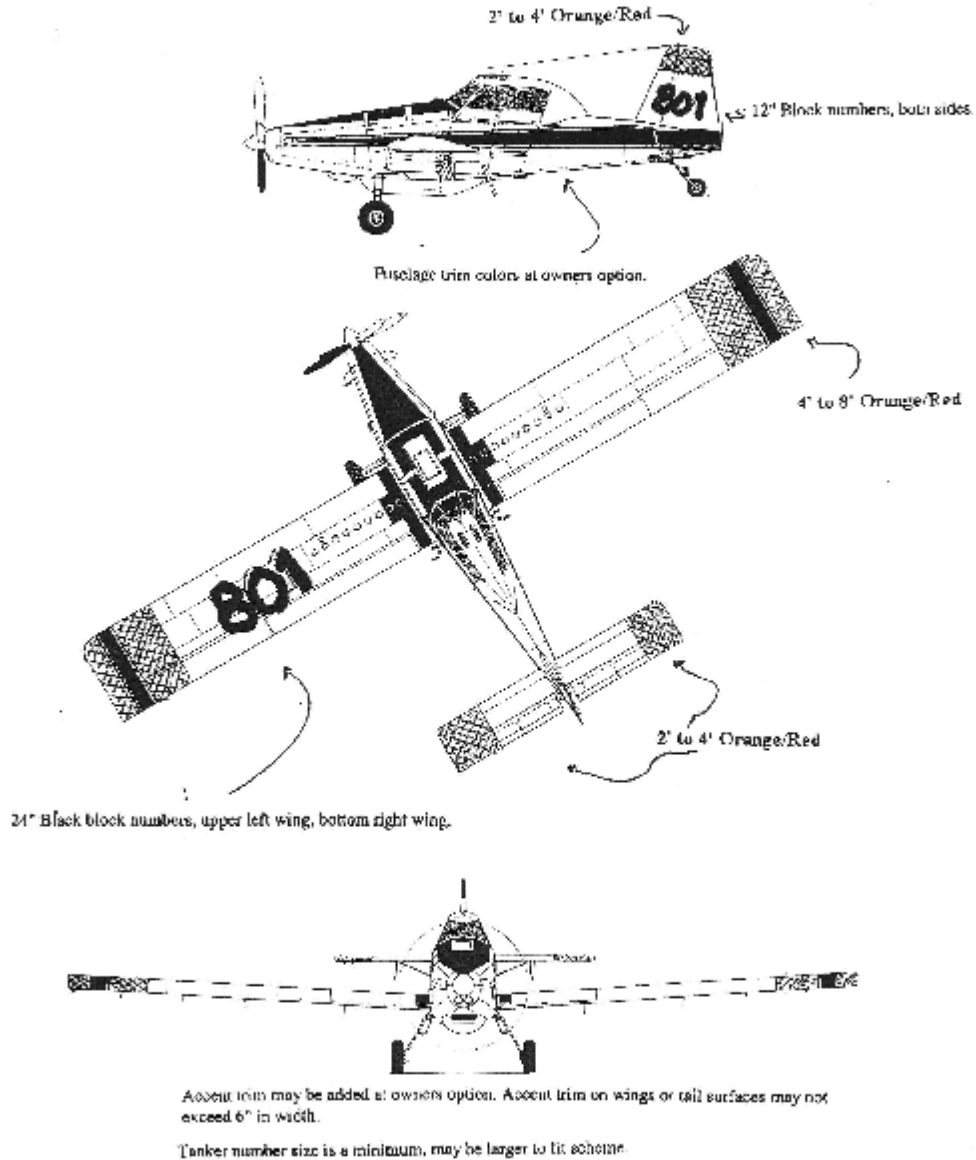
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

\* Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)



## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER \_\_\_\_\_ PAGE OF \_\_\_\_\_

2 CONTRACT NO. **D14PC00164** 3 AWARD EFFECTIVE DATE **See Block 31c** 4 ORDER NUMBER \_\_\_\_\_

5 SOLICITATION NUMBER **D14PS00102** 6 SOLICITATION ISSUE DATE **04/23/2014**

7 FOR SOLICITATION INFORMATION CALL: **Tina Young** b. TELEPHONE NUMBER **208-433-5021** (No collect calls) 8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY \_\_\_\_\_ CODE **D41**

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD **1,500**

Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12 DISCOUNT TERMS **ACCP**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING \_\_\_\_\_

14. METHOD OF SOLICITATION  RFO  IFB  RFP

15 DELIVER TO CODE **0009836858** 16. ADMINISTERED BY CODE **D41**

Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706

DOI, Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

17a CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a PAYMENT WILL BE MADE BY CODE **D000 INV**

Queen Bee Air Specialties, Inc.  
136 N. Yellowstone Hwy  
Rigby, ID 83442

Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

TELEPHONE NO **208-745-7654**

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details.  PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25 ACCOUNTING AND APPROPRIATION DATA **See Task Orders** 26 TOTAL AWARD AMOUNT (For Govt Use Only) **\$0.00**

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA  ARE  ARE NOT ATTACHED

27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA  ARE  ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29 AWARD OF CONTRACT **D14PS00102** OFFER DATED **4/30/2014** YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR *Charles A. Kemper, Jr.* 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Tina Young*

30b NAME AND TITLE OF SIGNER (Type or print) **Charles A. Kemper, Jr. President** 30c DATE SIGNED **4/30/2014** 31b NAME OF CONTRACTING OFFICER (Type or print) **Tina Young** 31c DATE SIGNED **5/29/14**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio



## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Queen Bee Air Specialties, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Rigby, ID (U56)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N5035K T-875	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4274S T-878	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4219M T-879	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N4169C T-880	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N2069Q T-881	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N3070E T-882	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N9002K T-883	
Make/Model Air Tractor AT-802F	FAA Registration # and Tanker # N2067N T-884	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input checked="" type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)	
YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>	
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items	

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,460.00	\$ 103,800.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,028.00	\$ 181,680.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
	<b>ESTIMATED TOTAL FOR 2014</b>					<b>\$ 285,480.00</b>

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,616.00	\$ 108,480.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,165.00	\$ 189,900.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 298,380.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,779.00	\$ 113,370.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,307.00	\$ 198,420.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 311,790.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,949.00	\$ 118,470.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,456.00	\$ 207,360.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 325,830.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 4,127.00</b>	<b>\$ 123,810.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,612.00</b>	<b>\$ 216,720.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 340,530.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,562,010.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.



## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**



## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly



## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 **Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public



## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00164

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.



## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

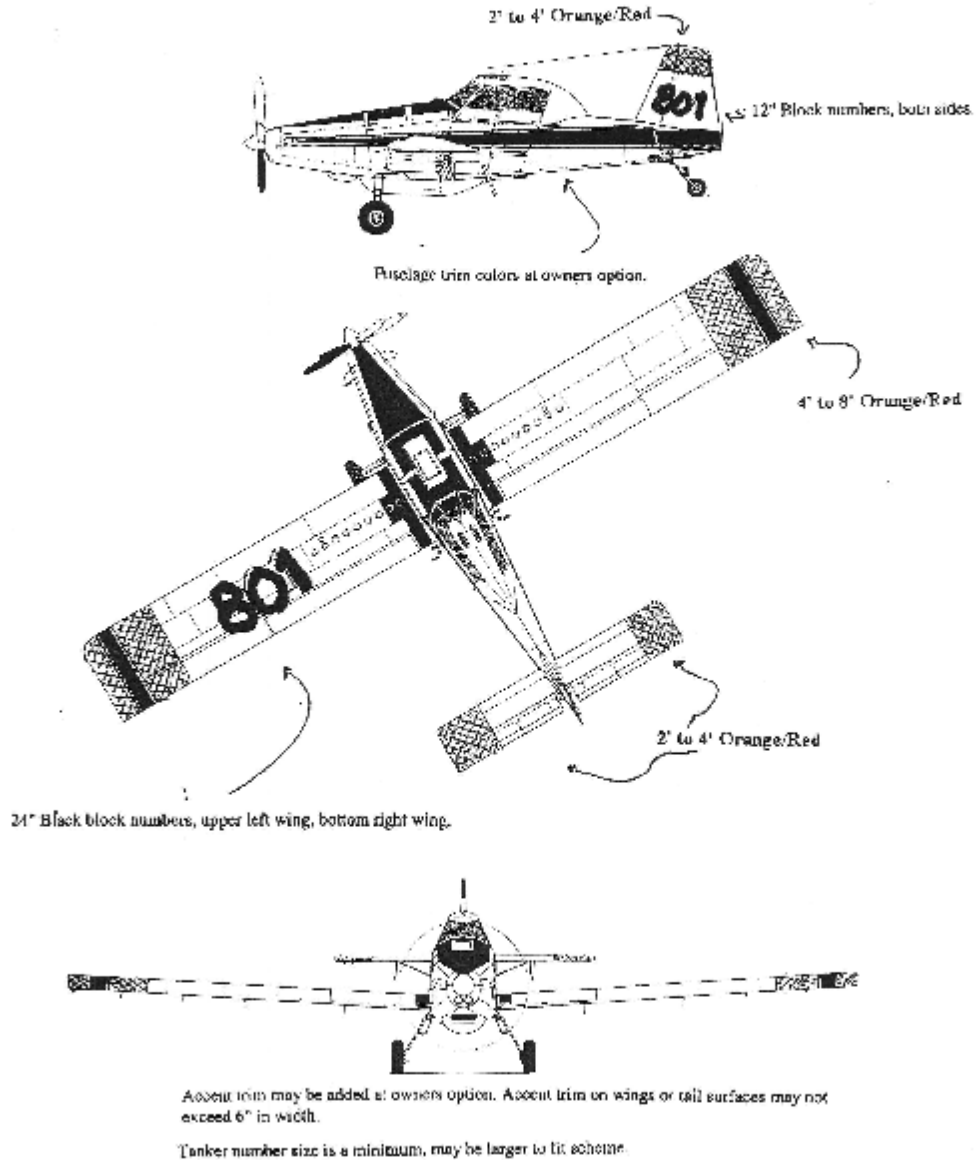
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix I

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

• Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

2. CONTRACT NO. **D14PC00165**      3. AWARD/EFFECTIVE DATE **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_

5. SOLICITATION NUMBER **D14PS00102**      6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      8. TELEPHONE NUMBER **208-433-5021** (No collect calls)      9. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY \_\_\_\_\_ CODE **D41**

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE 100.00 % FOR

SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS **481212**

HUBZONE SMALL BUSINESS       EDWOSB       (A)      SIZE STANDARD **1,500**

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

Interior Business Center, AOD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE      12. DISCOUNT TERMS **ACCP**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING \_\_\_\_\_

14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO \_\_\_\_\_ CODE **0009836858**

16. ADMINISTERED BY \_\_\_\_\_ CODE **D41**

Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706

DOI, Interior Business Center, AOD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706

17a. CONTRACTOR/OFFEROR \_\_\_\_\_ CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE **D000 INV**

New Frontier Aviation, Inc.  
Fort Benton Airport  
Fort Benton, MT 59442

Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230

TELEPHONE NO **406-622-5682**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER      18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015				
	On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **04/29/14** YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITS TERMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR **ANDY TAYLOR President**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) **Tina Young**

30b. NAME AND TITLE OF SIGNER (Type or print) **Andy Taylor Pres**      30c. DATE SIGNED **4/29/14**

31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young**      31c. DATE SIGNED **5/29/14**



## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> New Frontier Aviation, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Fort Benton, Montana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model AT-802F	FAA Registration # and Tanker # N173TA T-873	
Make/Model AT-802F	FAA Registration # and Tanker # N174ML T-874	
Make/Model AT-802A	FAA Registration # and Tanker # N627LA T-803	
Make/Model AT-802F	FAA Registration # and Tanker # N855NF T-855	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,495.00	\$ 104,850.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,325.00	\$ 199,500.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 304,350.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,565.00	\$ 106,950.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,392.00	\$ 203,520.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 310,470.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,637.00	\$ 109,110.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,460.00	\$ 207,600.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 316,710.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,710.00	\$ 111,300.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,530.00	\$ 211,800.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 323,100.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,785.00</b>	<b>\$ 113,550.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,598.00</b>	<b>\$ 215,880.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 329,430.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,584,060.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> New Frontier Aviation, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Fort Benton, Montana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model M-18B-11T	FAA Registration # and Tanker # N466AT T-466	
Make/Model M-18B-11T	FAA Registration # and Tanker # N455TG T-455	
Make/Model M-18B-11T	FAA Registration # and Tanker # N9152X T-463	
Make/Model M-18B-11T	FAA Registration # and Tanker # N110AF T-489	
Make/Model M-18B-11T	FAA Registration # and Tanker # N4QT T-475	
Make/Model M-18B-11T	FAA Registration # and Tanker # N116BS T-469	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**

*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,845.00	\$ 85,350.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,590.00	\$ 155,400.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 240,750.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
2A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,874.00	\$ 86,220.00
2B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,616.00	\$ 156,960.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 243,180.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
3A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,903.00	\$ 87,090.00
3B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,642.00	\$ 158,520.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 245,610.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
4A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 2,932.00	\$ 87,960.00
4B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,668.00	\$ 160,080.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 248,040.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 2,961.00</b>	<b>\$ 88,830.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 2,695.00</b>	<b>\$ 161,700.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 250,530.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,228,110.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part



## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4** Aerial Firefighting Knowledge and Training.

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;



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Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for



## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### **C10.2 Contractor’s Environmental Responsibilities**

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### **C10.3 Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.



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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00165

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

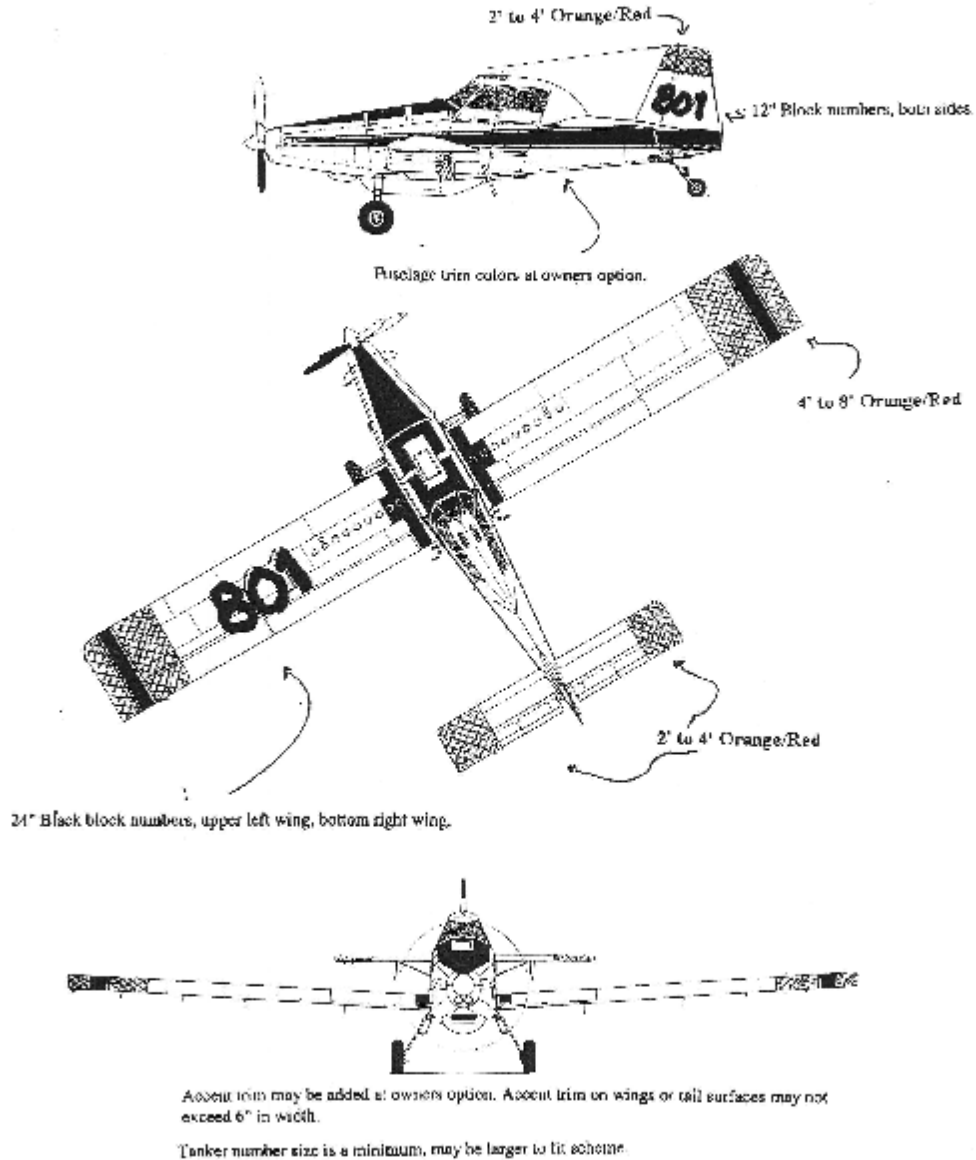
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

\* Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |



SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

2. CONTRACT NO. **D14PC00167**      3. AWARD/EFFECTIVE DATE **See Block 31c**      4. ORDER NUMBER \_\_\_\_\_      5. SOLICITATION NUMBER **D14PS00102**      6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young**      b. TELEPHONE NUMBER (No collect calls) **208-433-5021**      8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: **Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE **D41**

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS       WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS **481212**  
 HUBZONE SMALL BUSINESS       EDWOSB       (A)      SIZE STANDARD: **1,500**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE      12. DISCOUNT TERMS **0**      ACCP

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       13b. RATING \_\_\_\_\_

14. METHOD OF SOLICITATION:  RFQ       IFB       RFP

15. DELIVER TO: **Acquisition Services Directorate  
300 E. Mallard Dr., Ste 200  
Boise, ID 83706**      CODE **0009836858**

16. ADMINISTERED BY: **DOI, Interior Business Center, AQD  
Division 4/ Branch 1  
300 East Mallard Drive  
Suite 200  
Boise ID 83706**      CODE **D41**

17a. CONTRACTOR/OFFEROR: **Evergreen Flying Services, Inc.  
76 Ellis Lane  
Rayville, LA 71269**      CODE \_\_\_\_\_      FACILITY CODE \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY: **Department of the Interior  
Interior Business Center - Denver  
Fiscal Services Branch, D2770  
7301 W. Mansfield Avenue  
Denver, CO 80235-2230**      CODE **D000 INV**

DUNS: 16-710-4251  
TELEPHONE NO: 318-728-2900

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER       18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)			See Section A	

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders**      26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **05/01/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: **Brandon F. Mulhern, President**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Tina Young*

30b. NAME AND TITLE OF SIGNER (Type or print): **Brandon F. Mulhern**      30c. DATE SIGNED: **05/01/2014**

31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**      31c. DATE SIGNED: **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.



## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Evergreen Flying Services, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Rayville, Louisiana	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	FAA Registration # and Tanker #	
Air Tractor 802AF	N130BM T892	
Make/Model	FAA Registration # and Tanker #	
Air Tractor 802AF	N802BM T893	
Make/Model	FAA Registration # and Tanker #	
Air Tractor 802AF	N194BM T894	
Make/Model	FAA Registration # and Tanker #	
Air Tractor 802AF	N895BM T895	
Make/Model	FAA Registration # and Tanker #	
Air Tractor 802F	N406BM T806	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,329.00	\$ 99,870.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,989.00	\$ 179,340.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 279,210.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,329.00	\$ 99,870.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,989.00	\$ 179,340.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 279,210.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,395.00	\$ 101,850.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,048.00	\$ 182,880.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 284,730.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,462.00	\$ 103,860.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,109.00	\$ 186,540.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 290,400.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,531.00</b>	<b>\$ 105,930.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,171.00</b>	<b>\$ 190,260.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 296,190.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,429,740.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

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B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

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B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with



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the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.



## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).



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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 **Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**



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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00167

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.



## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

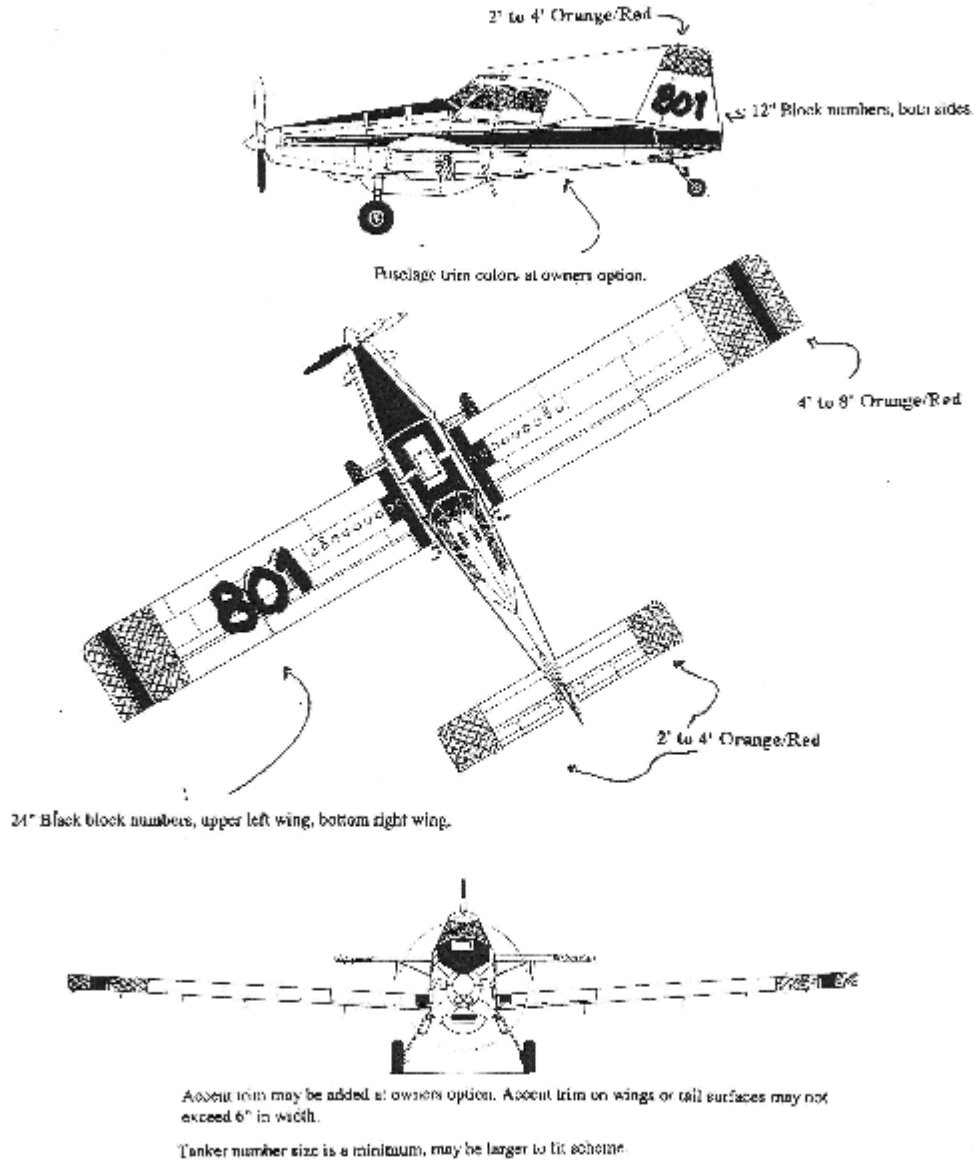
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER	PAGE OF
2 CONTRACT NO <b>D14PC00168</b>		3 AWARD/EFFECTIVE DATE <b>See Block 31c</b>		5 SOLICITATION NUMBER <b>D14PS00102</b>	
7 FOR SOLICITATION INFORMATION CALL		a NAME <b>Tina Young</b>		b TELEPHONE NUMBER (No collect calls) <b>208-433-5021</b>	
9 ISSUED BY <b>Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>		CODE <b>D41</b>		10 THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS UNRESTRICTED OR WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB B(A) SET ASIDE 100.00 % FCR NAICS <b>481212</b> SIZE STANDARD <b>1,500</b>	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12 DISCOUNT TERMS <b>ACCP</b>		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15 DELIVER TO <b>Acquisition Services Directorate 300 E. Mallard Dr., Ste 200 Boise, ID 83706</b>		CODE <b>0009836858</b>		13b RATING	
17a CONTRACTOR/OFFEROR <b>Western Pilot Service 2803 N. 7th Avenue Phoenix, AZ 85007</b>		CODE		14 METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP	
TELEPHONE NO <b>602-776-0356</b>		18a PAYMENT WILL BE MADE BY <b>Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230</b>		CODE <b>D41</b>	
17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM		CODE <b>D000 INV</b>	
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25 ACCOUNTING AND APPROPRIATION DATA <b>See Task Orders</b>				26 TOTAL AWARD AMOUNT (For Govt Use Only) <b>\$0.00</b>	
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/>	
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/>	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				X 29 AWARD OF CONTRACT <b>D14PS00102</b> OFFER DATED <b>04/30/2014</b> YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS	
30a SIGNATURE OF OFFEROR/CONTRACTOR <i>Sarah Simpson</i>		31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Tina Young</i>			
30b NAME AND TITLE OF SIGNER (Type or print) <b>Sarah Simpson</b>		30c DATE SIGNED <b>4/30/2014</b>		31b NAME OF CONTRACTING OFFICER (Type or print) <b>Tina Young</b>	
				31c DATE SIGNED <b>5/29/2014</b>	

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30,2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Western Pilot Service	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Phoenix, Arizona	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N896WP T-896	
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N870LA T-899	
Make/Model Air Tractor AT 802	FAA Registration # and Tanker # N8502H T-478	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N8509T T-491	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N187LA T-810	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N196LA T-820	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N207LA T-821	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N802SG T-830	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N119JW T-886	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N512LA T-897	
Make/Model Air Tractor AT 802A	FAA Registration # and Tanker # N398LA T-898	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,350.00	\$ 100,500.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,150.00	\$ 189,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
ESTIMATED TOTAL FOR 2014						\$ 289,500.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,350.00	\$ 100,500.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,150.00	\$ 189,500.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 289,500.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,420.00	\$ 102,600.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,220.00	\$ 193,200.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 295,800.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,280.00	\$ 196,800.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 301,800.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,590.00</b>	<b>\$ 107,700.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,350.00</b>	<b>\$ 201,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 308,700.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,485,300.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.



## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4** Aerial Firefighting Knowledge and Training.

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.



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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government



## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)



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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00168

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted



## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

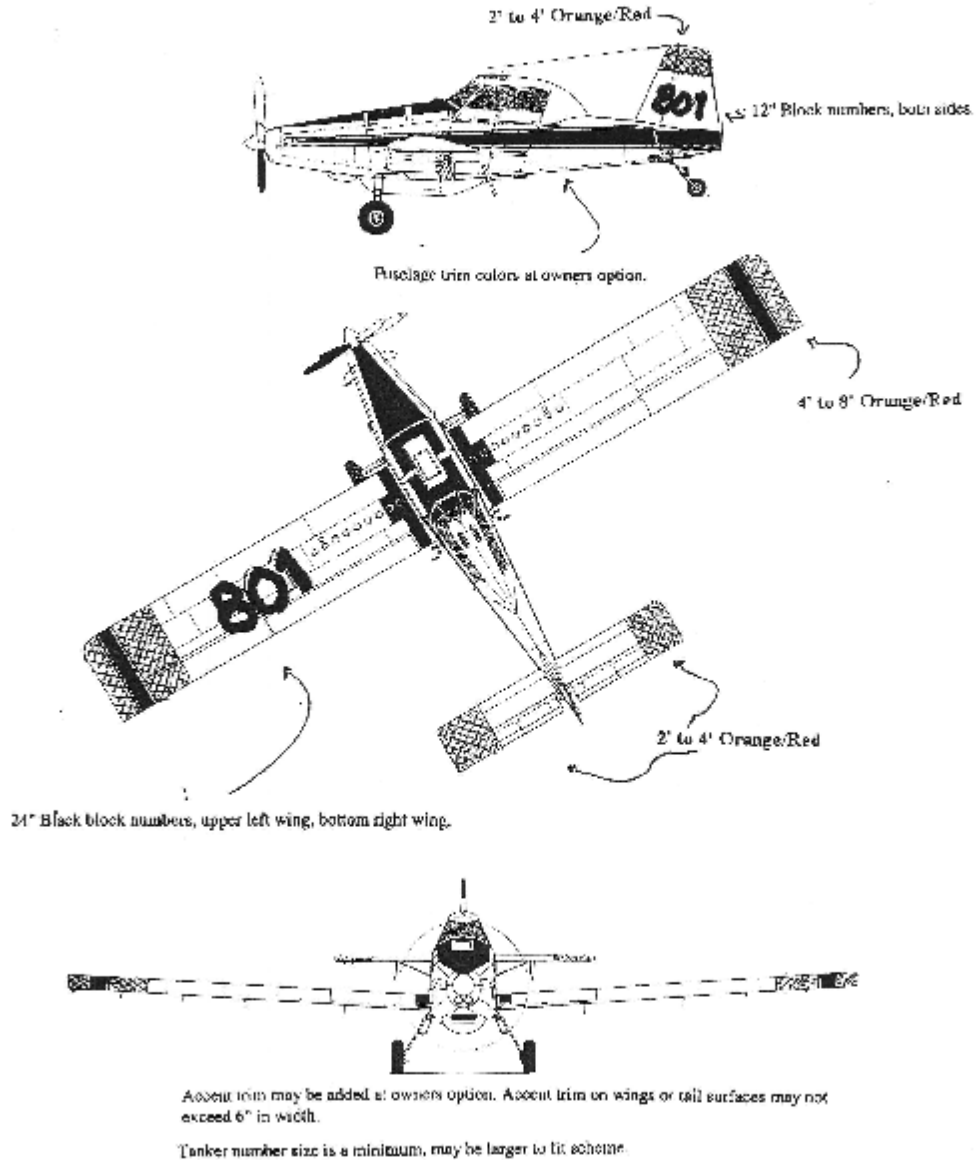
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



SECTION C – TERMS AND CONDITIONS

EXHIBIT 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C  
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

\* Aircraft, Engine, Propeller, Rotor, or Appliance: Make \_\_\_\_\_ Model \_\_\_\_\_ S.N. \_\_\_\_\_ N \_\_\_\_\_



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00169** 3. AWARD/EFFECTIVE DATE: See Block 31c 4. ORDER NUMBER: \_\_\_\_\_ 5. SOLICITATION NUMBER: **D14PS00102** 6. SOLICITATION ISSUE DATE: **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: **Tina Young** 8. TELEPHONE NUMBER (No collect calls): **208-433-5021** 9. OFFER DUE DATE/LOCAL TIME: **05/07/2014 1400 MT**

8. ISSUED BY: \_\_\_\_\_ CODE: **D41**  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **481212**  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD: **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS: **ACCP**  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):  13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE: **0009836858**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706  
 16. ADMINISTERED BY: \_\_\_\_\_ CODE: **D41**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE: **D000 INV**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230  
**Minuteman Aerial Application, Inc.**  
**5225 Hwy 10 West - Airport Box 16**  
**Missoula, MT 59808**  
**406-728-9363** **DUNS NO: 010122440**

TELEPHONE NO: \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<input type="checkbox"/>	00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details.			Please Requirements & Prices	See Section A (Enclosed)

PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF \_\_\_\_\_  
 (Use Reverse and/or Attach Additional Sheets as Necessary) \$0.00

25. ACCOUNTING AND APPROPRIATION DATA - See Task Orders 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. 29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **05/04/2014**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Mark G. Mamuzich* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Tina Young*  
 30b. NAME AND TITLE OF SIGNER (Type or print): **Mark G. Mamuzich - Vice President** 30c. DATE SIGNED: **05/04/2014**  
 31b. NAME OF CONTRACTING OFFICER (Type or print): **Tina Young** 31c. DATE SIGNED: **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30, 2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Minuteman Aerial Application, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Missoula, MT	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	FAA Registration # and Tanker #	
Air Tractor AT 802	N804MA / T854	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
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Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)		
YES <input type="checkbox"/>	or NO <input checked="" type="checkbox"/>	
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items		

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,425.00	\$ 102,750.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,795.00	\$ 167,700.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 270,450.00</b>

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,480.00	\$ 104,400.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,850.00	\$ 171,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 275,400.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,535.00	\$ 106,050.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,907.00	\$ 174,420.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 280,470.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,590.00	\$ 107,700.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,965.00	\$ 177,900.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 285,600.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,645.00</b>	<b>\$ 109,350.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,024.00</b>	<b>\$ 181,440.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 290,790.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,402,710.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches



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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

### B8.5 Fuel Servicing Vehicle: Operations

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

## PERSONNEL REQUIREMENTS

### B9 Pilot Requirements

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

### 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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

## SECTION B – TECHNICAL SPECIFICATIONS

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

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B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

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The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable



## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C.3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during



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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

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(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 **Property and Personal Damage**

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to



## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

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## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

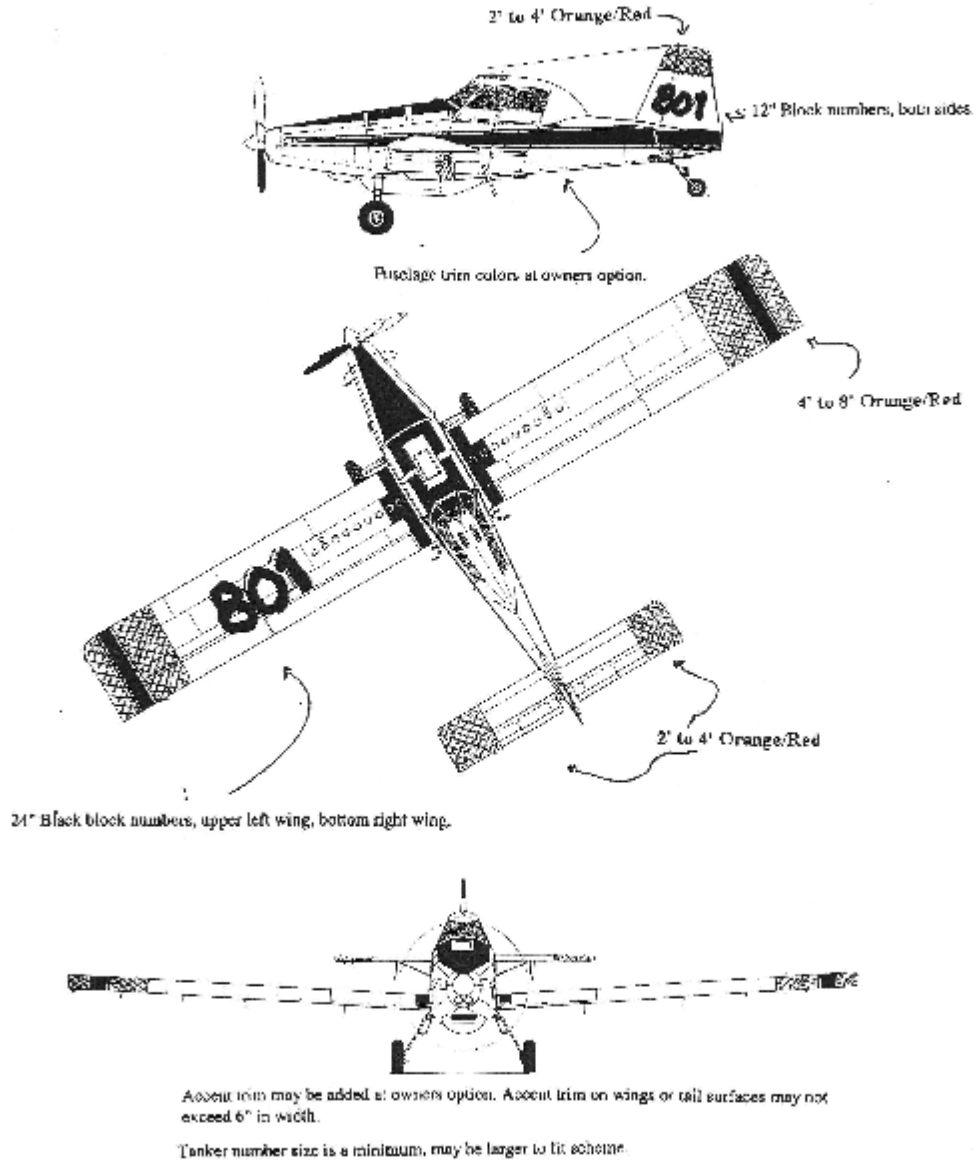
**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.



SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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



**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00170** 3. AWARD EFFECTIVE DATE **See Block 31c** 4. ORDER NUMBER \_\_\_\_\_  
 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

FOR SOLICITATION INFORMATION CALL: **Tina Young** b. TELEPHONE NUMBER **208-433-5021** (No collect calls)  
 8. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: \_\_\_\_\_ CODE **D41**  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS **481212**  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD **1,500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  ACCP  
 12. DISCOUNT TERMS \_\_\_\_\_  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) \_\_\_\_\_ 13b. RATING \_\_\_\_\_  
 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE **0009836858**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706

16. ADMINISTERED BY: \_\_\_\_\_ CODE **D41**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
 Columbia Basin Helicopters, Inc.  
 60035 Blue Sky Drive  
 La Grande, Oregon 97850

18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE **D000 INV**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

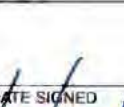

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER \_\_\_\_\_  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: **See Task Orders** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 X 29. AWARD OF CONTRACT **D14PS00102** OFFER DATED **May 2, 2014** YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR:   
 NAME AND TITLE OF SIGNER (Type or print): **Albert Hanson Director of Marketing**  
 30c. DATE SIGNED: **May 2, 2014**  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):   
 NAME OF CONTRACTING OFFICER (Type or print): **Tina Young**  
 31c. DATE SIGNED: **5/29/2014**

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30,2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Columbia Basin Helicopters, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> 60035 Blue Sky Drive, La Grande, Oregon 97850	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	FAA Registration # and Tanker #	
AT-802A	N30757	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
*Please Check Appropriate Blocks Below:*

<b>CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)</b> <b>YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/></b>	
<b>Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items</b>	

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
	<b>ESTIMATED TOTAL FOR 2014</b>					<b>\$ 270,000.00</b>



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,000.00	\$ 90,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,000.00	\$ 180,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 270,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,000.00</b>	<b>\$ 90,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,000.00</b>	<b>\$ 180,000.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 270,000.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,350,000.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part



## SECTION B – TECHNICAL SPECIFICATIONS

91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

## SECTION B – TECHNICAL SPECIFICATIONS

daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

**SECTION B – TECHNICAL SPECIFICATIONS**

high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

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When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;



## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

## SECTION C – TERMS AND CONDITIONS

paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for



## SECTION C – TERMS AND CONDITIONS

inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C.3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)

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### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.



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C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident
- Operator
- Serious Injury
- Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00170

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

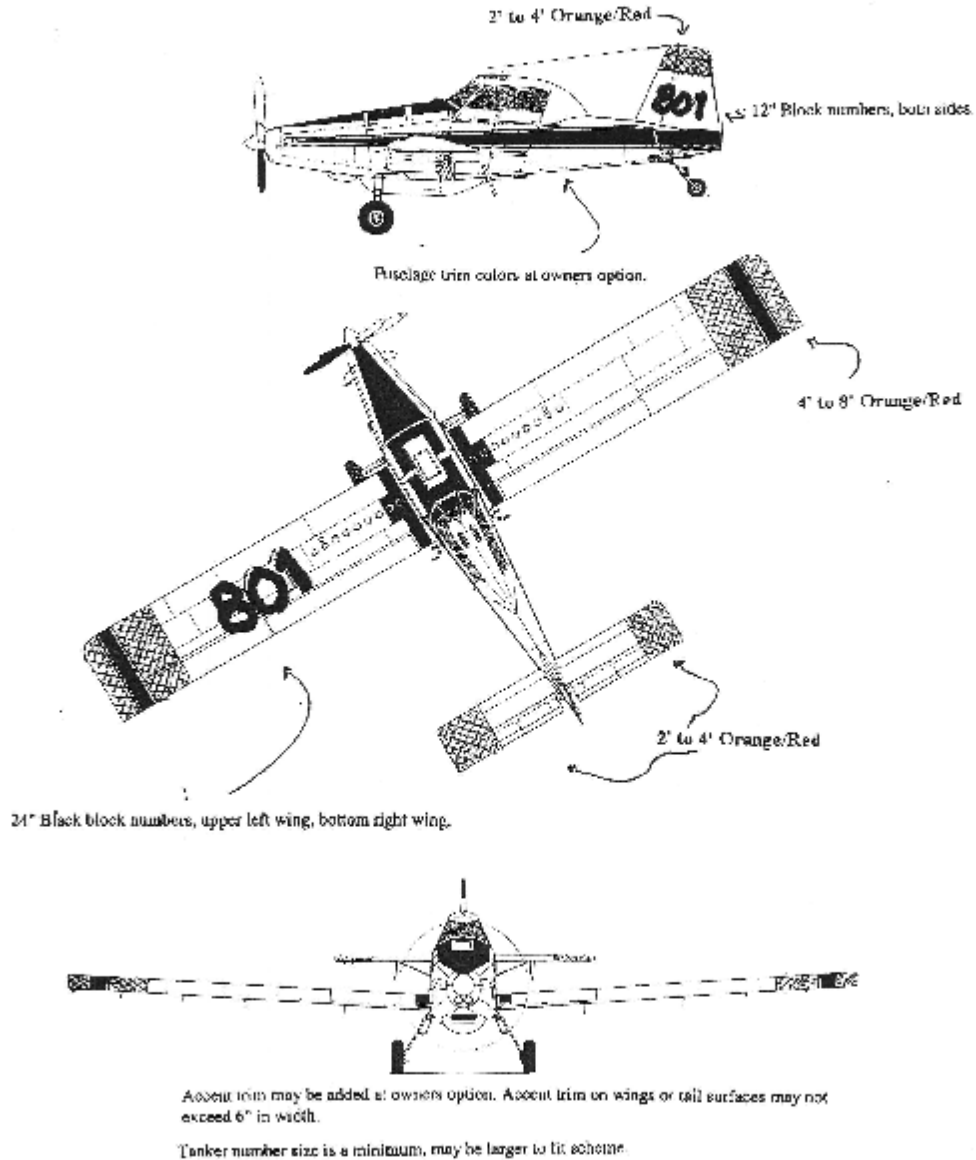
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

1. Weight and balance
2. Flight planning
3. Performance
4. Engine and propeller
5. Normal and emergency procedures
6. Operating limitations
7. Major aircraft systems
8. Aircraft security



SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: \_\_\_\_\_  
 2. CONTRACT NO. **D14PC00166** 3. AWARD/EFFECTIVE DATE **See Block 31c** 4. ORDER NUMBER: \_\_\_\_\_  
 5. SOLICITATION NUMBER **D14PS00102** 6. SOLICITATION ISSUE DATE **04/23/2014**

7. FOR SOLICITATION INFORMATION CALL: a. NAME **Tina Young** b. TELEPHONE NUMBER (No collect calls) **208-433-5021** c. OFFER DUE DATE/LOCAL TIME **05/07/2014 1400 MT**

9. ISSUED BY: \_\_\_\_\_ CODE **D41**  
 Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 481212  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD: 1,500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS **ACCP**  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFP  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE **0009836858**  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706

16. ADMINISTERED BY: \_\_\_\_\_ CODE **D41**  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a. CONTRACTOR/OFFEROR: \_\_\_\_\_ CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_  
 Henry's Aerial Service, Inc.  
 9 Lukefield Drive  
 Greenbrier, AR 72058

18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE **D000 INV**  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

TELEPHONE NO. **870-589-0870**  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: \_\_\_\_\_ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA **See Task Orders** 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$0.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 29. AWARD OF CONTRACT: **D14PS00102** OFFER DATED **05/04/14** YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER:

30b. NAME AND TITLE OF SIGNER (Type or print) **Darrin Henry President** 30c. DATE SIGNED **05/04/14**  
 31b. NAME OF CONTRACTING OFFICER (Type or print) **Tina Young** 31c. DATE SIGNED **5/29/14**

**SECTION A - REQUIREMENTS AND PRICES**

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:**

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:**

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:**

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:**

Multiple throughout Lower 48 States

**On-Call Period:**

Award date through April 30,2015 with four option years.

**Minimum Aircraft Requirements:**

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.



## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Henry's Aerial Service, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Brinkley, Arkansas	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE	
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N8524H/T-811
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N474H/T-812
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N70LA/T-813
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N4149P/T-814
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N3033H/T-815
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N334BS/T-816
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N335QF Not Assigned
Make/Model Air Tractor AT-802	FAA Registration # and Tanker # N528MB Not Assigned (808)
Make/Model	FAA Registration # and Tanker #
Make/Model	FAA Registration # and Tanker #
Make/Model	FAA Registration # and Tanker #

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply)
YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 303,000.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 303,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,500.00	\$ 105,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,300.00	\$ 198,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 303,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,525.00	\$ 105,750.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,325.00	\$ 199,500.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 305,250.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 3,525.00</b>	<b>\$ 105,750.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,325.00</b>	<b>\$ 199,500.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 305,250.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,519,500.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS****GENERAL REQUIREMENTS****B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

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B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with



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the format and spacing the same as aircraft "N" numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

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the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecc> with the same force and affect as if they were presented as full text herein.

B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

**B8.2.3** The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

**B8.2.4** Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

**B8.2.5** One properly functioning 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** Fuel servicing vehicles shall have 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).

**B8.2.8** Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

**B8.2.9** Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### **B8.3 Fuel Service Vehicle: Filtering System.**

**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 service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

**B8.3.3** The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

**B8.3.4** Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

**B8.3.5** Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

**B8.3.6** A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

**B8.3.7** The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

**B8.3.8** At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### **B8.4 Fuel Servicing Vehicle: Markings**

**B8.4.1** Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

**B8.4.2** Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous "hot" loading and refueling.

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**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer's Representative's (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4 Aerial Firefighting Knowledge and Training.**

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

### B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.



## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATION

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

**B23** Reserved

**B24** Reserved

### **B25 Fuel and Servicing Requirements**

**B25.1** General

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

B28.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

B30.2 The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

B29.4 All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

B32.1 The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), 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.

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(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

## SECTION C – TERMS AND CONDITIONS

authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).



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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### C8 Authorized Ordering Offices

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### C9 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.

### C10 Aircraft Insurance

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

### C10.2 Contractor's Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

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liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**



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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

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### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley

DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

### -Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

CONTRACT NO. D14PC00166

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

**C25.1 Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

**C25.2 Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

**C26.1** The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

**C26.2** If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

**C26.3** The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

**C27.1** The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

**C27.1.2** The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

**C27.1.3** Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

**C27.2** During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

**C27.3** If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

**C28.1** Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

**C28.2** The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

**C29.1 Measurement of Flight Time.** Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

**C29.1.1** For purposes of this contract: "...moves under its own power for the purposes of flight..." is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

**C29.1.2** For purposes of this contract: "...when the aircraft comes to rest after landing..." is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

**C29.1.3** Elapsed flight time will be measured in hours and tenths/hundredths of hours.

**C29.2** Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

**C29.3** Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

**C29.4** Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

**C29.5** The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

**C29.6** When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

**C29.7** Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

**C30.1 Availability.** One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

**C30.2** Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

**C30.3 Mobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

**C30.4 Demobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

**C30.4.1** If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

**C30.5** Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, not to exceed \$1,400.00 per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional"Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.



**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

**EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

**Section B**

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

**Section C**

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"><li>1. Frayed: 5 percent or more</li><li>2. Torn</li><li>3. Crushed</li><li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li><li>5. Creased: no structural damage allowed</li><li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li></ol>
Hardware	<ol style="list-style-type: none"><li>1. Inoperable buckle or other hardware</li><li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li><li>3. Fabricated bushings or tie wraps used as bushings</li><li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li><li>5. Wear: wear beyond normal use</li></ol>
Stitches	<ol style="list-style-type: none"><li>1. Broken or missing</li><li>2. Severe fading or discoloring</li><li>3. Inconsistent pattern</li></ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"><li>1. Missing</li><li>2. Illegible</li></ol>
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterborn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

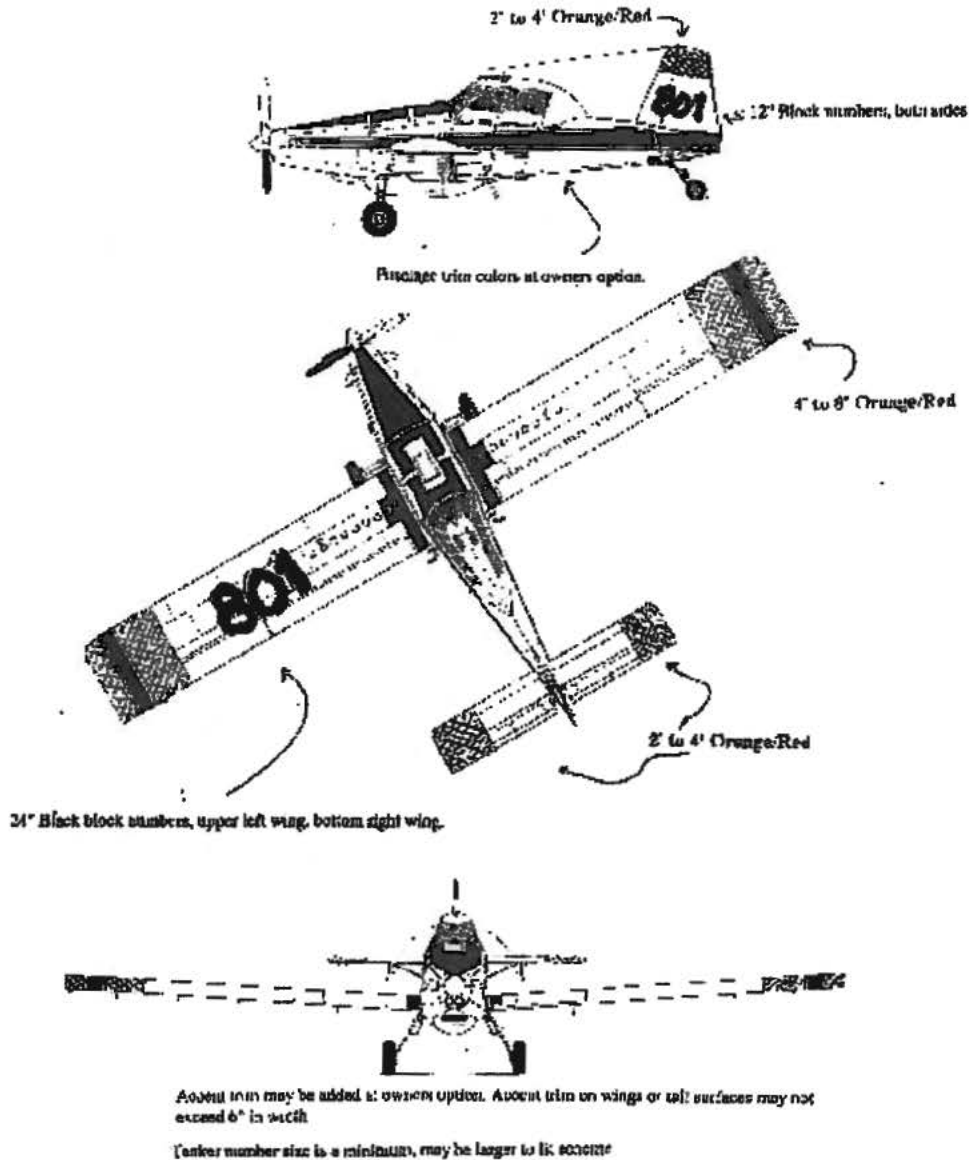
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)



VT WORKING SOLICITATION JUNE 2010



**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.



**EXHIBIT 7**

**Training Program Requirements  
For Airtankers and Scoopers**

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

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Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

-----  
**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.81 per hour or \$152.40 per week or \$660.40 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

**HOLIDAYS:** A 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.) (See 29 CFR  
4.174)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

**HEALTH & WELFARE (Hawaii):** \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care

benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.



REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required

tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 72

2. CONTRACT NO. <b>D14PC00176</b>	3. AWARD EFFECTIVE DATE <b>See Block 31c</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>D14PS00102</b>	6. SOLICITATION ISSUE DATE <b>04/23/2014</b>
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7. FOR SOLICITATION INFORMATION CALL: <b>Tina Young</b>	8. TELEPHONE NUMBER (No collect calls) <b>208-433-5021</b>	9. OFFER DUE DATE/LOCAL TIME <b>05/07/2014 1400 MT</b>
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9. ISSUED BY <b>Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>	CODE <b>D41</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <b>100.00 % FOR WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM</b> <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: <b>481212</b> SIZE STANDARD: <b>1,500</b>
---	-----------------	--	--	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <b>ACCP</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO <b>Acquisition Services Directorate 300 E. Mallard Dr., Ste 200 Boise, ID 83706</b>	CODE <b>0009836858</b>	16. ADMINISTERED BY <b>DOI, Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>	CODE <b>D41</b>
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17a. CONTRACTOR/OFFEROR <b>Aerial Timber Applicator's Inc. P.O. Box 486 Cooperstown, ND 58425</b>	CODE	17b. FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230</b>	CODE <b>D000 INV</b>
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE APPENDIX
---	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse end/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA <b>See Task Orders</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$0.00</b>
---	--

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	29. AWARD OF CONTRACT: <b>D14PS00102</b> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) <b>John Wakefield Pres.</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Tina Young</b>
30c. DATE SIGNED <b>6/19/14</b>	31c. DATE SIGNED <b>6/19/2014</b>

**SECTION A - REQUIREMENTS AND PRICES**

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### A1. SOLICITATION REQUIREMENT:

#### 2014 ON-CALL SEATS – VARIOUS LOCATIONS

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

#### ITEM DESCRIPTION:

##### Aircraft Required:

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

##### Fuel Service Vehicle/SEAT Support Vehicle:

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

##### Crew Complement Required per Aircraft:

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

##### Reporting Locations:

Multiple throughout Lower 48 States

##### On-Call Period:

Award date through April 30, 2015 with four option years.

##### Minimum Aircraft Requirements:

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Aerial Timber Applicator's Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Cooperstown, ND 58425 S 32	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Airtractor 802A	FAA Registration # and Tanker # N157LA T-848	
Make/Model Airtractor 802F	FAA Registration # and Tanker # N91092 T-846	
Make/Model Airtractor 802F	FAA Registration # and Tanker # N1531S T-845	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
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Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input checked="" type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input checked="" type="checkbox"/> or NO <input type="checkbox"/>
<b>Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items</b>

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2014</b>						<b>\$ 319,980.00</b>



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 4,000.00	\$ 120,000.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,333.00	\$ 199,980.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						\$ 319,980.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated 30</b>	<b>DAYS</b>	<b>\$ 4,000.00</b>	<b>\$ 120,000.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated 60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,333.00</b>	<b>\$ 199,980.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 319,980.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,599,900.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS****GENERAL REQUIREMENTS****B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft "N" numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technionics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

#### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspeccs> with the same force and affect as if they were presented as full text herein.

#### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

#### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

#### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part



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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/closed circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

### B8.3 Fuel Service Vehicle: Filtering System.

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 service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufacturer's data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufacturer's recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

### B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

**B8.5.2** Government personnel must not be involved with refueling of contract aircraft.

**B8.5.3** All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

**B8.5.4** There must be no simultaneous "hot" loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

**B9.1** The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer's Representative's (COR) 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 and instrument rating.

**B10.2.2** A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

**B10.2.3** Category and class ratings in the aircraft to be flown or type rating if required.

**B10.2.4** Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

**B10.2.5** Meet the requirements of 14 CFR Part 137.53.

**B10.2.6** Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

<b>B10.2.6.1</b>	1,500 hours...total in all aircraft.
<b>B10.2.6.2</b>	1,200 hours...in airplanes.
<b>B10.2.6.3</b>	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
<b>B10.2.6.4</b>	25 hours in the same make and model to be flown.
<b>B10.2.6.5</b>	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
<b>B10.2.6.6</b>	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
<b>B10.2.6.7</b>	100 hours...in airplanes in the last 12 months.
<b>B10.2.6.8</b>	10 hours...in airplanes in the preceding 60 days.
<b>B10.2.6.9</b>	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

**B10.3** Reserved.

**B10.4** Aerial Firefighting Knowledge and Training.

**B10.4.1** Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as "Level I" (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot's logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a "Pilot Trainer" for the purposes of training a new pilot. The new pilot will be designated as a "Trainee" pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated "Pilot Trainer" and "Trainee" pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the "Trainee" while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT "Pilot Trainer" must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### B11 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### B12 Personnel Duty Limitations

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### B13 Mission Currency and Proficiency

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### B14-15 Reserved

### B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

#### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

#### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

### **OPERATIONS**

#### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

## **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

## **B23 Reserved**

## **B24 Reserved**

## **B25 Fuel and Servicing Requirements**

### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;



## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A, SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – CONTRACT TERMS AND CONDITIONS

## CONTRACT CLAUSES

**C1. Contract Terms and Conditions – Commercial Items  
(52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**(i) Payment. –**

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).
  - (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).
  - (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
  - (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)
  - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.
  - (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).
  - (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (11) [Reserved]
- (12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).
  - (ii) Alternate I (NOV 2011).
  - (iii) Alternate II (NOV 2011).
- (13) (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.
- (14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).
  - (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.
  - (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).
- (18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).
- (19)(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.
- (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).
- (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).
- (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).
- (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for



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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

## SECTION C – TERMS AND CONDITIONS

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

## SECTION C – TERMS AND CONDITIONS

the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

**C7.2 Task Orders**. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

**C7.2.1** The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

**C7.3** The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

**C7.4** The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

**C8 Authorized Ordering Offices**

**C8.1** Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

**C9 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.

**C10 Aircraft Insurance**

**C10.1** The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

**C10.2 Contractor's Environmental Responsibilities**

**C10.2.1** The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

**C10.2.2** The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

**C10.2.3.** The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

**C10.2.4.** The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

**C10.2.5.** The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

**C10.3 Property and Personal Damage**

**C10.3.1** The Contractor shall use every precaution necessary to prevent damage to public and private property.

**C10.3.2** The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

**C10.3.3** The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect **not** to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within **30** calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than **seven** days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

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C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302

Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.



C16.2.3 Upon involvement in an Aircraft Accident, a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

#### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

#### -Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

#### C18. Mishaps

##### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
 Fatal Injury  
 Incident  
 Operator  
 Serious Injury  
 Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

##### C18.2 Mishap Reporting

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C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

**C25.1 Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

**C25.2 Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

**C26.1** The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

**C26.2** If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

**C26.3** The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

**C27.1** The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

**C27.1.2** The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

**C27.1.3** Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

**C27.2** During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

**C27.3** If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

**C28.1** Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

**C28.2** The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted

## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...*moves under its own power for the purposes of flight...*” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...*when the aircraft comes to rest after landing...*” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

**C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

**C31.10 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

**EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.
<p><i>NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1</i></p> <p><i>NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2</i></p> <p><i>Detailed information about and how to register for NAFA and NAFA II is available at: <a href="http://www.nafri.com">www.nafri.com</a></i></p>				



**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div.)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

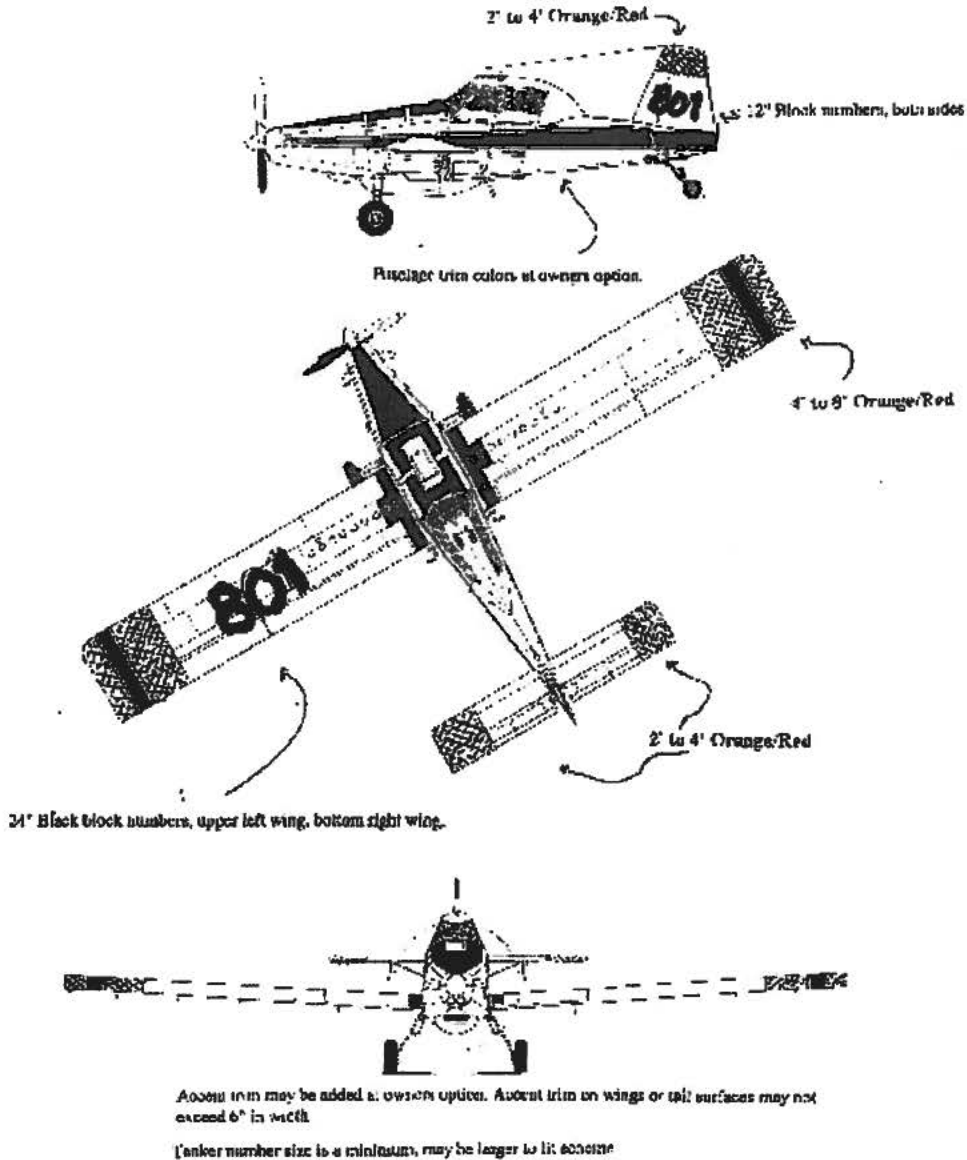
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

SECTION C – TERMS AND CONDITIONS

**EXHIBIT 3 (continued)**  
**High Visibility Paint Schemes for SEAT Aircraft**  
**(cont.)**

High Visibility Paint Schemes for SEAT Aircraft (cont.)





SECTION C – TERMS AND CONDITIONS

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 6**

**RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS**

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
  
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## EXHIBIT 7

### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |



**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**  
*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- |    |  |                      |
|----|--|----------------------|
| A. | <u>EMPLOYEE CLASS</u>                                  | <u>MONETARY WAGE</u> |
|    | Aircraft Pilot, GS-11                                  | \$ 27.03             |
|    | Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20             |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |    |                                    |     |                  |
|----|------------------------------------|-----|------------------|
| 1. | New Year's Day                     | 6.  | Labor Day        |
| 2. | Martin Luther King, Jr.'s Birthday | 7.  | Columbus Day     |
| 3. | President's Day                    | 8.  | Veterans Day     |
| 4. | Memorial Day                       | 9.  | Thanksgiving Day |
| 5. | Independence Day                   | 10. | Christmas Day    |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 10

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

-----  
Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

-----  
ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

HOLIDAYS: A 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.) (See 29 CFR  
4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

HEALTH & WELFARE (Hawaii): \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care

benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required

tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.



2 CONTRACT NO D14PC00155 3 AWARD EFFECTIVE DATE See Block 31c 4 ORDER NUMBER 5 SOLICITATION NUMBER D14PS00102 6 SOLICITATION ISSUE DATE 04/23/2014

FOR SOLICITATION INFORMATION CALL: NAME Tina Young b TELEPHONE NUMBER (No collect calls) 208-433-5021 8 OFFER DUE DATE/LOCAL TIME 05/07/2014 1400 MT

9 ISSUED BY CODE D41 10 THIS ACQUISITION IS UNRESTRICTED OR  SET ASIDE 100.00 % FOR WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 481212 SIZE STANDARD 1,500

11 DELIVERY FOR F06 DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12 DISCOUNT TERMS ACCP 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING 14 METHOD OF SOLICITATION  RFQ  IFB  RFP

15 DELIVER TO CODE 0009836858 16 ADMINISTERED BY CODE D41  
 Acquisition Services Directorate  
 300 E. Mallard Dr., Ste 200  
 Boise, ID 83706  
 DOI, Interior Business Center, AQD  
 Division 4/ Branch 1  
 300 East Mallard Drive  
 Suite 200  
 Boise ID 83706

17a CONTRACTOR/OFFEROR CODE FACILITY CODE  
 Fletcher Flying Service, Inc.  
 P.O. Box 1272  
 Labelle, FL 33975  
 17b TELEPHONE NO. (239) 860-2028  
 18a PAYMENT WILL BE MADE BY CODE D000 INV  
 Department of the Interior  
 Interior Business Center - Denver  
 Fiscal Services Branch, D2770  
 7301 W. Mansfield Avenue  
 Denver, CO 80235-2230

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See Task Orders 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

X 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ARE  ARE NOT ATTACHED  
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED ADDENDA ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. X 29 AWARD OF CONTRACT D14PS00102 OFFER DATED 05/02/2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a SIGNATURE OF OFFEROR/CONTRACTOR Stephen J. Fletcher 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Tina Young  
 30b NAME AND TITLE OF SIGNER (Type or print) Stephen J. Fletcher, President 30c DATE SIGNED 5/2/2014 31b NAME OF CONTRACTING OFFICER (Type or print) Tina Young 31c DATE SIGNED 5/29/14

**SECTION A - REQUIREMENTS AND PRICES**

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CONTRACT NO. D14PC00155

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer's Representative  
COTR Contracting Officer's Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight

GPM gallons per minute  
GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer's Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter's Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:** One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:** One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:** One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Multiple throughout Lower 48 States

**On-Call Period:** Award date through April 30, 2015 with four option years.

**Minimum Aircraft Requirements:** Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> Fletcher Flying Service, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> Immokalee, FL (KIMM)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N419FF/T-819 Type 3
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N801FF/T-801 Type 3
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N428LA/TBD (formally T-493) Type 4
Make/Model	Air Tractor AT-802A	FAA Registration # and Tanker # N41119/TBD (formally T-422) Type 4
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #
Make/Model		FAA Registration # and Tanker #

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,100.00	\$ 93,000.00
1B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,850.00	\$ 171,000.00
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 264,000.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,162.00	\$ 94,860.00
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,907.00	\$ 174,420.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2015</b>						<b>\$ 269,280.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,225.00	\$ 96,750.00
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 2,965.00	\$ 177,900.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2016</b>						<b>\$ 274,650.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	\$ 3,290.00	\$ 98,700.00
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	\$ 3,024.00	\$ 181,440.00
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2017</b>						<b>\$ 280,140.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>5A</b>	<b>AVAILABILITY</b> Price per Day for Availability	<b>AV</b>	<b>Estimated</b> <b>30</b>	<b>DAYS</b>	<b>\$ 3,356.00</b>	<b>\$ 100,680.00</b>
<b>5B</b>	<b>FLIGHT HOURS</b> Estimated Flight Hours	<b>FT</b>	<b>Estimated</b> <b>60</b>	<b>FLIGHT HOURS</b>	<b>\$ 3,084.00</b>	<b>\$ 185,040.00</b>
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						<b>\$ 285,720.00</b>
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						<b>\$1,373,790.00</b>

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B.	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost



**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

**SECTION B – TECHNICAL SPECIFICATIONS**

**GENERAL REQUIREMENTS**

**B1 Scope of Contract**

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

**B2 Certifications**

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

**B2.3 Operations Manual Requirements**

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator's Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available to government representatives on request. Following receipt of

a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document can be found at:  
<http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by

using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

B7.1 General

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B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located

and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after

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October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

**B7.3.5** One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

**B7.3.5.1** The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

**B7.3.5.4** Registration contact information, a web accessible feedback form, and additional information is available

at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

**B7.3.5.6** This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecc> with the same force and effect as if they were presented as full text herein.

### B7.4 Navigational Systems.

**B7.4.1** One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

**B7.6.1** One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part 91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

**B7.6.2** One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible

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tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NII/CD/docs/approved\\_radios.pdf](http://www.nifc.gov/NII/CD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### B8. Fuel Service Vehicle/SEAT Support Vehicle

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose

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must be free of damage or cracks that expose underlying cord and kept in good repair.

**B8.2.4** Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

**B8.2.5** One properly functioning 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** Fuel servicing vehicles shall have 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).

**B8.2.8** Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

**B8.2.9** Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

**B8.3 Fuel Service Vehicle: Filtering System.**

**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 service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

**B8.3.3** The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv

Media Migration	10 fibres/litre
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**B8.3.4** Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

**B8.3.5** Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

**B8.3.6** A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

**B8.3.7** The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

**B8.3.8** At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

**B8.4 Fuel Servicing Vehicle: Markings**

**B8.4.1** Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

**B8.4.2** Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

**B8.5.1** The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-



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inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous "hot" loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot's schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer's Representative's (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.

B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

**B10.4 Aerial Firefighting Knowledge and Training.**

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy

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within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for Level I pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

## SECTION B – TECHNICAL SPECIFICATIONS

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

### B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### B12 Personnel Duty Limitations

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### B13 Mission Currency and Proficiency

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A

pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government's discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as "mission" flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor's responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### B14-15 Reserved

### B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### B17 Fuel Service/Support Vehicle Driver Duty Limitations

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

## SECTION B – TECHNICAL SPECIFICATIONS

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### B18 Relief PIC

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## OPERATIONS

### B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

## SECTION B – TECHNICAL SPECIFICATIONS

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### B21 Security of Aircraft and Equipment

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B21.2 Physical Aircraft Security. Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

## SECTION B – TECHNICAL SPECIFICATIONS

### B22 Personal Protective Equipment (PPE)

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

B22.1 Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

B22.2 Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

B22.3 Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

B22.4 Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use. See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

B22.5 Pilots must wear leather, polyamide, or aramid gloves.

B22.6 Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### B23 Reserved

### B24 Reserved

### B25 Fuel and Servicing Requirements

#### B25.1 General

B25.1.1 Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are

authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.2 Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.1.3 The Contractor must have a fuel quality assurance program.

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B25.1.5 If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

B25.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

B25.1.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## SECTION B – TECHNICAL SPECIFICATIONS

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine

overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

B27.3 Air Tractor Aircraft only: Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A, SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

#### B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

B28.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

#### B29 Maintenance

## SECTION B – TECHNICAL SPECIFICATIONS

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable



## SECTION C – CONTRACT TERMS AND CONDITIONS

## CONTRACT CLAUSES

**C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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.

## SECTION C – TERMS AND CONDITIONS

(3) *Electronic funds transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for 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.

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(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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement

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provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).
- (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161.
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13) (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.
- (14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

- (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).
- (18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).
- (19)(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.
- (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).
- (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).
- (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).
- (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the

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acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

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shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

##### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in

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Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period.

Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

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C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the

Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic



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reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### **C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor

must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### **C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **GENERAL CONTRACT TERMS AND CONDITIONS**

### **C6. Type of Contract (52.216-1 APR 1984).**

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

#### **C6.1 Indefinite Quantity (52.216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order

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to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided."

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$6,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government's urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)

b. **Unavailable**

c. **Committed** (Working on a Fire Suppression contract)

2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the "U.S. Forest Service-Fire Only" and one task order number will be identified for "DOI Fire Use Only." All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource

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Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### C8 Authorized Ordering Offices

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### C9 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.

### C10 Aircraft Insurance

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor's Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor's use.

### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### C11 Notice of Contractor Performance Assessment Reporting System (July 2010)

## SECTION C – TERMS AND CONDITIONS

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to

this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### C12. Contractor Personnel Security Requirements

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace

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coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the

Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5077  
Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office  
DOI – Office of Aviation Services (OAS)  
3190 NE Expressway, Suite 250  
Atlanta, GA 30341-5302

Phone: 770-458-7474  
Fax: 770-458-6677

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT,

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the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

### ADMINISTRATIVE MATTERS

#### C16. Personnel Conduct

##### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

##### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

#### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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

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CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

## SECTION C – TERMS AND CONDITIONS

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C19.3 **Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

C19.4 **Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

C19.5 **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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

C19.6 The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.



## SECTION C – TERMS AND CONDITIONS

C19.7 The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

C19.8 Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

C19.9 The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C20 Contract Performance Period

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### C21 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 five (5) years.

#### C22. Reserved

#### C23. Reserved

### AVAILABILITY REQUIREMENTS

#### C24 Availability Requirements

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine

maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C24.1 Extended Standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C24.2 Relief Pilot

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### C25 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

#### C26 Maintenance During Availability Period

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

## SECTION C – TERMS AND CONDITIONS

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### C27. Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

### MEASUREMENT AND PAYMENT

#### C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit

10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

#### C28.3 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: "...*moves under its own power for the purposes of flight...*" is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: "...*when the aircraft comes to rest after landing...*" is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

## SECTION C – TERMS AND CONDITIONS

C29.4 **Flights for Contractor's Benefit.** The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 **Availability.** One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 **Mobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 **Demobilization.** Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of

hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C31.1 **Subsistence Allowance.** The Contractor will NOT be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 **Fuel Service Vehicle/SEAT Support Vehicles Mileage.** The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 **Transportation Costs Associated with Operating Away From the Contractor's Base of Operations.** When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

## SECTION C – TERMS AND CONDITIONS

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 “Additional” Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 “Additional” Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge must be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### C32 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### EXHIBITS

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program

## SECTION C – TERMS AND CONDITIONS

- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart
- 10-Transportation Worksheet

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega "Mega Max" 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor "Snow White" G8044 US Paint

**Red: Orange/Red**  
PPG "Aero Union Red" CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega "Mega Max" 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

Minimum of 24" black, block "Tanker Number" on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be as large as possible, but a minimum of 12 inches high with the format and spacing the same as aircraft "N" numbers. (Ref: 14 CFR Part 45.29.)

\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

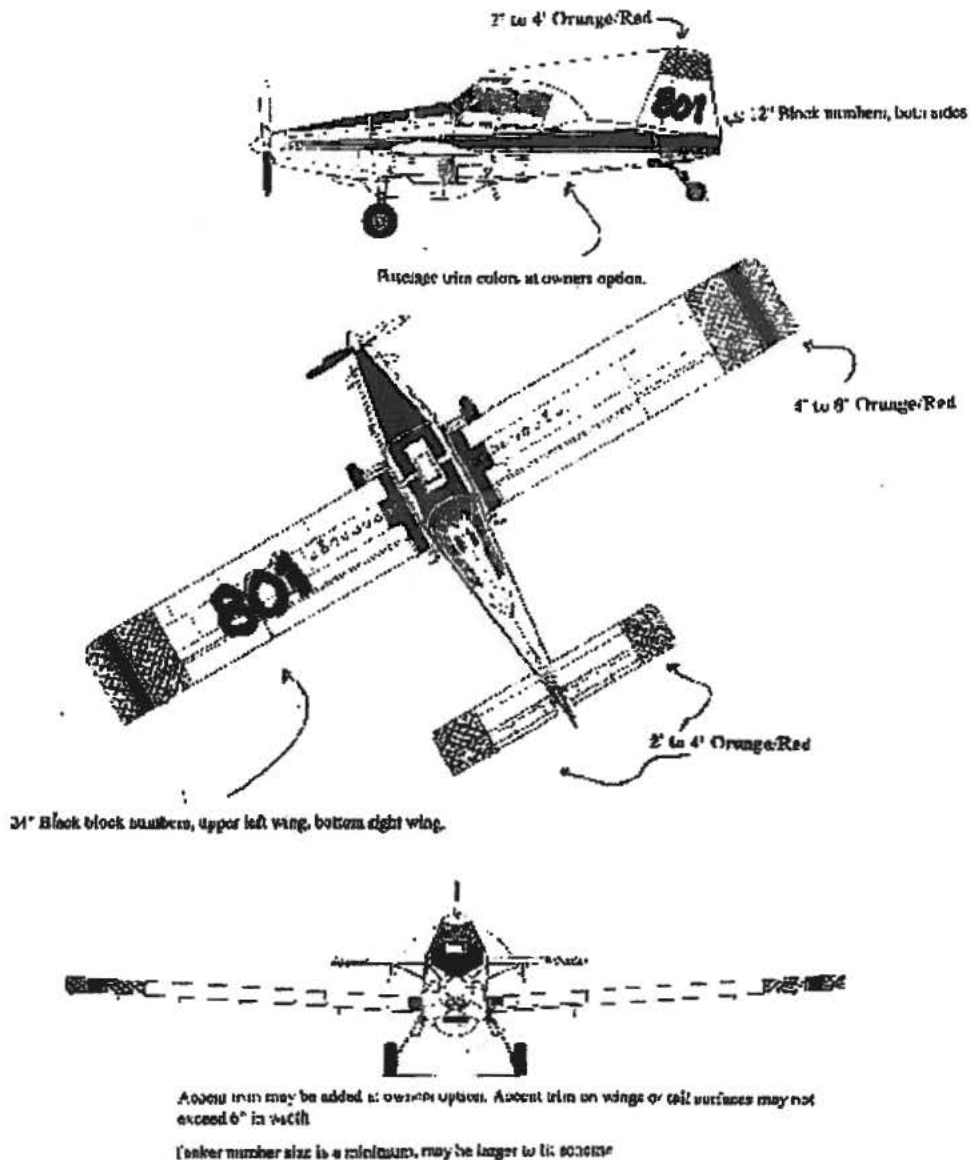


SECTION C – TERMS AND CONDITIONS

EXHIBIT 3 (continued)

High Visibility Paint Schemes for SEAT Aircraft (cont.)

High Visibility Paint Schemes for SEAT Aircraft (cont.)





SECTION C – TERMS AND CONDITIONS

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

<b>Minimum First Aid Kit Items</b>			
Each kit must be in a dust-proof and moisture-proof container.			
The kit must be readily accessible to the pilot and passengers.			
Item	0-9	10-50	Passenger Seats
Adhesive bandage strips, (3 inches long)			8
Antiseptic or alcohol wipes (packets)			10
Bandage compresses, 4 inches			2
Triangular bandage, 40 inches (sling)			2
Roller bandage, 4 inches x 5 yards (gauze)			2
Adhesive tape, 1 inch x 5 yards (standard roll)			1
Bandage scissors			1
Body fluids barrier kit:			1
		2 pair latex gloves	
		1 face shield	
		1 mouth-to-mouth barrier	
		1 protective gown	
		2 antiseptic towelettes	
		1 biohazard disposable bag	

**NOTE:** Splints are recommended if space permits.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

**EXHIBIT 7**

**Training Program Requirements  
For Airtankers and Scoopers**

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

**SECTION C – CONTRACT TERMS AND CONDITIONS**

(continued)

**C. Aircraft Ground**

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.

DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78
Truckdriver, Medium Minimum Hourly Wage: See Below

DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- \*Straight truck, under 1 1/2 tons, usually 4 wheels
\*\*Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels
\*\*\*Straight truck, over 4 tons, usually 10 wheels



**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

WD 95-0222 (Rev.-35) was first posted on www.wdol.gov on 03/04/2014

Aerial Photographers/Seeding/Spraying

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1995-0222  
Revision No: 35  
Date Of Revision: 02/26/2014

-----  
Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and  
Virgin Islands.  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on U.S. Government contracts for aerial photographer, aerial seeding,  
aerial spraying, transportation of personnel and cargo, fire reconnaissance,  
administrative flying, fire detection, air taxi mail service, and other flying  
services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS  
THE B-727, DC-8, AND THE DC-9.

-----  
**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.81 per hour or \$152.40 per week or \$660.40 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or  
successor, 3 weeks after 5 years, and 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)

**HOLIDAYS:** A 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.) (See 29 CFR  
4.174)

**VACATION (Hawaii):** 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 10 years, and 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)

**HEALTH & WELFARE (Hawaii):** \$1.55 per hour, or \$62.00 per week, or \$268.66 per  
month hour for all employees on whose behalf the contractor provides health care

benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.81 per hour.

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required

tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

**First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

FPDS-NG 'attribute' fields:									
Dept and Agency		Contract Identification							Contract Date
Contracting Agency ID	Contracting Office ID	PIID Agency ID	PIID	Modification Number	Referenced IDV PIID	Referenced IDV Agency ID	Referenced IDV Mod Number	Transaction Number	Last Date To Order (IDV)
1406	00080	1406	IND14PC00155	0			0		4/30/15
1406	00080	1406	IND14PC00155	1					4/30/16
1406	00080	1406	IND14PC00155	2					4/30/16
1406	00080	1406	IND14PC00156	0			0		4/30/15
1406	00080	1406	IND14PC00156	1					4/30/16
1406	00080	1406	IND15PD00272	0	IND14PC00156	1406	0	0	
1406	00080	1406	IND14PC00161	0			0		4/30/15
1406	00080	1406	IND14PC00161	1					4/30/16
1406	00080	1406	IND14PC00162	0			0		4/30/15
1406	00080	1406	IND14PC00162	1					4/30/16
1406	00080	1406	IND14PC00163	0			0		5/31/15
1406	00080	1406	IND14PC00163	1					4/30/16
1406	00080	1406	IND14PC00164	0			0		5/31/15
1406	00080	1406	IND14PC00164	1					4/30/16
1406	00080	1406	IND14PC00165	0			0		4/30/15
1406	00080	1406	IND14PC00165	1					4/30/16
1406	00080	1406	IND14PC00166	0			0		4/30/15
1406	00080	1406	IND14PC00166	1					4/30/16
1406	00080	1406	IND14PC00166	2					4/30/16
1406	00080	1406	IND14PC00167	0			0		5/31/15
1406	00080	1406	IND14PC00167	1					4/30/16
1406	00080	1406	IND14PC00168	0			0		5/31/15
1406	00080	1406	IND14PC00168	1					4/30/16
1406	00080	1406	IND14PC00169	0			0		4/30/15
1406	00080	1406	IND14PC00169	1					4/30/16

1406	00080	1406	IND14PC00170	0			0		4/30/15
1406	00080	1406	IND14PC00170	1					4/30/16
1406	00080	1406	IND14PC00170	2					4/30/16
1406	00080	1406	IND14PC00176	0			0		4/30/15
1406	00080	1406	IND14PC00176	1					4/30/16



s								
						Funding Source		
Completion Date	Date Signed	Effective Date	Est. Ultimate Completion Date	Fiscal Year	Signed Date	Funding Agency ID	Funding Agency Name	Funding Office ID
	6/18/14	6/18/14		2014	6/18/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/19/15	5/19/15		2015	5/19/15	1422	BUREAU OF LAND	FA250
	6/18/14	6/18/14		2014	6/18/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
4/30/16	10/29/15	10/29/15	4/30/16	2016	10/29/15	12C2	FOREST SERVICE	0345
	6/16/14	6/16/14		2014	6/16/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	4/14/15	5/1/15		2015	4/14/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	6/18/15	6/18/15		2015	6/18/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250
	5/29/14	6/1/14		2014	5/29/14	1422	BUREAU OF LAND	FA250
	4/15/15	5/1/15		2015	4/15/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/28/15	1/28/15		2015	1/28/15	1422	BUREAU OF LAND	FA250

	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	4/14/15	5/1/15		2015	4/14/15	1422	BUREAU OF LAND	FA250
	6/24/15	6/24/15		2015	6/24/15	1422	BUREAU OF LAND	FA250
	6/28/14	6/28/14		2014	6/28/14	1422	BUREAU OF LAND	FA250
	1/27/15	1/27/15		2015	1/27/15	1422	BUREAU OF LAND	FA250

			Contract Marketing Data			Contract Information				
Funding Office Name	Is Funded by Foreign Entity (Foreign Funding ) Code	Reason for Inter Agency Contracting	Fee for Use of Service (IDV)	Who Can Use (IDV)	Fee Paid For Use of IDV	Program Acronym (IDV)	Type Of IDC (IDV)	A-76 Action Code	Contingency Humanitarian Peacekeeping Operation	Contract Financing
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
AERIAL FIRE DEPOT	X		N/A	N/A	\$0	N/A	N/A	N	X	
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A

FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A
FA - NATIONAL INT	X	N/A		ONLY MY AGENCY			B	N	X	N/A



X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N
X	NO		N	OT	OTHER FUNCTIONS	X	MULT	N	NONE	NONE	1	N

Legislative Mandates										
Purchase Card as Payment Method Code	Purchase Card as Payment Method Description	Sea Transportation	Subcontract Plan	Treasury Account Symbol Agency Identifier	Treasury Account Symbol Main Account Code	Type Of Contract Pricing	Clinger Cohen Act Code	Davis Bacon Act Code	Interagency Contracting Authority Code	Service Contract Act Code
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N	NO	UNKNOWN		12	1115	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y

N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	#E	#E	FIRM FIXED PRICE	N	N	X	Y
N/A	N/A	UNKNOWN	B	14	1125	FIRM FIXED PRICE	N	N	X	Y



Product or Service Information											
Walsh Healey Act Code	Bundled Requirements	Consolidated Contract Code	Description of Requirement	Domestic or Foreign Entity Code	Info Tech Commercial Item Category	NAICS Code	NAICS Description	Product or Service Code	Product or Service Description	Recovered Materials/Sustainability	System Equipment Code
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF FLETC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF G.B.A	A		481212	NONSCHEDULED	V221	TRANSPORTATION	C	
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF M&M	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF M&M	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF AERO	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF QUEE	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF QUEE	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF NEW	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF NEW	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF HENR	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF EVERC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF EVERC	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF WEST	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF WEST	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF MINU	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A
N	D	N	IGF::OT::IGF MINU	A	N/A	481212	NONSCHEDULED	V221	TRANSPORTATION	C	N/A

N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF COLU	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF AERIA	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A
N	D	N	IGF::OT::IGF AERIA	A	N/A	481212	NONSCHEДУLE	V221	TRANSPORTAT	C	N/A







A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC
A	Y	NO PREFERE	COMPETED UN		Y	N	13	N/A	NO	SIMPLIFIED ACC

Transaction Information								
Type of Set Aside	Award or IDV Type	Created Via	Last Modified By	Last Modified Date	Part 8 Or Part 13	Prepared By	Prepared Date	Reason For Modification Code
SMALL BUSINESS	IDC	BS	TIYOUNG	11/25/14		TIYOUNG	6/18/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		TIYOUNG	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	5/19/15		SETZEL	5/19/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/18/14		TIYOUNG	6/18/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	DELIVERY ORDER	BS	SETZEL	10/29/15		SETZEL	10/29/15	
SMALL BUSINESS	IDC	BS	TIYOUNG	6/17/14		TIYOUNG	6/17/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	10/8/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	6/18/15		SETZEL	6/18/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/28/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/1/14		TIYOUNG	6/1/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/29/15		SKROENKE	1/28/15	G

SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	SETZEL	4/20/15		SKROENKE	1/28/15	G
SMALL BUSINESS	IDC	BS	SETZEL	6/24/15		SETZEL	6/24/15	B
SMALL BUSINESS	IDC	BS	TIYOUNG	6/28/14		TIYOUNG	6/28/14	
SMALL BUSINESS	IDC	BS	TIYOUNG	1/27/15		TIYOUNG	1/27/15	G



Reason For Modification Description	Congressional District - Contractor	DUNS Number	Vendor Name	Global DUNS Number	Global Vendor Name
	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
EXERCISE AN OPT	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
SUPPLEMENTAL A	25	968103929	FLETCHER FLYING SERVICE	968103929	FLETCHER FLYING SERVICE
	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
EXERCISE AN OPT	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
	19	825683709	G. B. AERIAL APPLICATION	825683709	G. B. AERIAL APPLICATION
	03	050316918	AERO TECH, INC.	050316918	AERO TECH INC.
EXERCISE AN OPT	03	050316918	AERO TECH, INC.	050316918	AERO TECH INC.
	14	054450598	M. & M. AIR SERVICE OF B	054450598	M. & M. AIR SERVICE OF B
EXERCISE AN OPT	14	054450598	M. & M. AIR SERVICE OF B	054450598	M. & M. AIR SERVICE OF B
	07	363011321	AERO SPRAY INC	363011321	AERO SPRAY INC
EXERCISE AN OPT	07	363011321	AERO SPRAY INC	363011321	AERO SPRAY INC
	02	094665585	QUEEN BEE AIR SPECIALTI	094665585	QUEEN BEE AIR SPECIALTI
EXERCISE AN OPT	02	094665585	QUEEN BEE AIR SPECIALTI	094665585	QUEEN BEE AIR SPECIALTI
		967727884	NEW FRONTIER AVIATION	967727884	NEW FRONTIER AVIATION
EXERCISE AN OPT		967727884	NEW FRONTIER AVIATION	967727884	NEW FRONTIER AVIATION
		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
EXERCISE AN OPT		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
SUPPLEMENTAL A		164570962	HENRYS AERIAL SERVICE I	164570962	HENRYS AERIAL SERVICE I
	05	167104251	EVERGREEN FLYING SERVI	167104251	EVERGREEN FLYING SERVI
EXERCISE AN OPT	05	167104251	EVERGREEN FLYING SERVI	167104251	EVERGREEN FLYING SERVI
	07	968111237	WESTERN PILOT SERVICE	968111237	WESTERN PILOT SERVICE
EXERCISE AN OPT	07	968111237	WESTERN PILOT SERVICE	968111237	WESTERN PILOT SERVICE
	00	046917902	MINUTEMAN AVIATION, I	046917902	MINUTEMAN AVIATION I
EXERCISE AN OPT	00	046917902	MINUTEMAN AVIATION, I	046917902	MINUTEMAN AVIATION I

	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
EXERCISE AN OPTION	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
SUPPLEMENTAL AGREEMENT	02	037089067	COLUMBIA BASIN HELICOPTER	037089067	COLUMBIA BASIN HELICOPTER
		078671484	AERIAL TIMBER APPLICATION	078671484	AERIAL TIMBER APPLICATION
EXERCISE AN OPTION		078671484	AERIAL TIMBER APPLICATION	078671484	AERIAL TIMBER APPLICATION

<b>Business Size Selection</b>						
<b>Vendor Street</b>	<b>Vendor City</b>	<b>Vendor State</b>	<b>Zip</b>	<b>Cos Business Size Selection</b>	<b>Reason Not Awarded To Small Business</b>	<b>Reason Not Awarded To Small Disadvantaged Business</b>
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1000 G RD	LA BELLE	FLORIDA	339359157	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI	N/A	N/A
1151 CR 305	PLAINS	TEXAS	79355	SMALL BUSI		
5333 E 21ST ST	CLOVIS	NEW MEXI	881011021	SMALL BUSI	N/A	N/A
5333 E 21ST ST	CLOVIS	NEW MEXI	881011021	SMALL BUSI	N/A	N/A
12895 HWY 124	BEAUMONT	TEXAS	777057112	SMALL BUSI	N/A	N/A
12895 HWY 124	BEAUMONT	TEXAS	777057112	SMALL BUSI	N/A	N/A
2126 70TH ST SW	APPLETON	MINNESOT	562081804	SMALL BUSI	N/A	N/A
2126 70TH ST SW	APPLETON	MINNESOT	562081804	SMALL BUSI	N/A	N/A
136 N YELLOWSTONE HW	RIGBY	IDAHO	834425657	SMALL BUSI	N/A	N/A
136 N YELLOWSTONE HW	RIGBY	IDAHO	834425657	SMALL BUSI	N/A	N/A
149 SIGNAL POINT RD	FORT BENTON	MONTANA	594420000	SMALL BUSI	N/A	N/A
149 SIGNAL POINT RD	FORT BENTON	MONTANA	594420000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
630 AIRPORT DR	BRINKLEY	ARKANSAS	720210000	SMALL BUSI	N/A	N/A
76 ELLIS LN	RAYVILLE	LOUISIANA	712697318	SMALL BUSI	N/A	N/A
76 ELLIS LN	RAYVILLE	LOUISIANA	712697318	SMALL BUSI	N/A	N/A
2803 N 7TH AVE STE 14	PHOENIX	ARIZONA	850071130	SMALL BUSI	N/A	N/A
2803 N 7TH AVE STE 14	PHOENIX	ARIZONA	850071130	SMALL BUSI	N/A	N/A
5225 HWY 10 W AIRPORT	MISSOULA	MONTANA	598060016	SMALL BUSI	N/A	N/A
5225 HWY 10 W AIRPORT	MISSOULA	MONTANA	598060016	SMALL BUSI	N/A	N/A

60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
60035 BLUE SKY DRIVE	LA GRANDE	OREGON	978505406	SMALL BUSI	N/A	N/A
90 114TH AVE NE	COOPERSTOWN	NORTH DA	584250000	SMALL BUSI	N/A	N/A
90 114TH AVE NE	COOPERSTOWN	NORTH DA	584250000	SMALL BUSI	N/A	N/A

Referenced IDV Information							
Ref IDV Contracting Agency ID	Ref IDV Contracting Officers Business Size Selection	Ref IDV Multiple Or Single Award IDV	Ref IDV NAICS Code	Ref IDV Part 8 Or Part 13	Ref IDV Subcontract Plan	Ref IDV Subcontract Plan Descr	Ref IDV Type
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
1406	SMALL BU	M	481212		B	PLAN NOT REQUIRED	IDC
				N/A			
				N/A			
				N/A			
				N/A			
				N/A			
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				N/A			
				N/A			



					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~
					~1400~1406	~ORG-1073~



					FPDS-NG 'metric' fields:			
Funding Info II					Dollars			Actions
Contracting Agency Name	Contracting Office Name	Contracting Department ID	Funding Department ID	Funding Department Name	Dollars Obligated	Base And Exercised Options Delta This Action	Base And All Options Delta This Action	Actions
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1200	AGRICULTURE,	\$154,181.75	\$154,181.75	\$154,181.75	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1

OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$6,500,000.00	1
OFFICE OF P	NBC AVIATIC	1400	1400	INTERIOR, DEP	\$0.00		\$0.00	1

Derived from FPDS-NG data fields:												
General										Client info		
Number of Records	Awd or IDV	FM	FY	FYFM	Qtr	FYQtr	Office	Office Name	PO Num	Funding Agency	FA Name	Client Level A
1	I	9	2014	201409	3	20143	9	Boise ID	155	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	155	1422		1422
1	I	8	2015	201508	3	20153	9	Boise ID	155	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	156	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	156	1422		1422
1	A	1	2016	201601	1	20161	9	Boise ID	272	12C2		12C2
1	I	9	2014	201409	3	20143	9	Boise ID	161	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	161	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	162	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	162	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	163	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	163	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	164	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	164	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	165	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	165	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	166	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	166	1422		1422
1	I	9	2015	201509	3	20153	9	Boise ID	166	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	167	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	167	1422		1422
1	I	8	2014	201408	3	20143	9	Boise ID	168	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	168	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	169	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	169	1422		1422

1	I	9	2014	201409	3	20143	9	Boise ID	170	1422		1422
1	I	7	2015	201507	3	20153	9	Boise ID	170	1422		1422
1	I	9	2015	201509	3	20153	9	Boise ID	170	1422		1422
1	I	9	2014	201409	3	20143	9	Boise ID	176	1422		1422
1	I	4	2015	201504	2	20152	9	Boise ID	176	1422		1422

		Product-Service info					internal funding		
Client Level B	Client Type	Prod Svc Category A	Prod Svc Descr A	Prod Svc Category B	Prod Svc Descr B	Prod Svc Category C (currently same as A)	Prod Svc Descr C (currently same as A)	Funding Office If AQD	Funding Office ID If AQD
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1200	C	10	aviation	10	aviation	10	aviation	99	NA
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1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV

1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV
1400	I	10	aviation	10	aviation	10	aviation	99	IDV

Latest Mod info:								
identification		from base			totals / summaries			
Latest Mod?	PIID	original date signed	original effective date	original contractin g office ID	multiple contractin g office IDs	multiple funding office IDs	multiple funding agency IDs	check dates
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LM	[IND14PC00162	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00163	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00163	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
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LM	[IND14PC00164	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00165	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00165	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00166	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00166	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00167	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00167	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00168	5/29/2014	6/1/2014	[00080	FALSE	FALSE	FALSE	FALSE
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FM	[IND14PC00169	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00169	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE

FM	[IND14PC00170	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00170	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
FM	[IND14PC00176	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE
LM	[IND14PC00176	6/28/2014	6/28/2014	[00080	FALSE	FALSE	FALSE	FALSE



							other:
							compare
PIID first mod found	PIID last mod found	count of actions found	total dollars obligated (base and all mods)	total base and exercised options	total base and all options	total of Actions field	TAS = Funding Agency?
[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[0	1	\$154,181.75	\$154,181.75	\$154,181.75	1	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y

[0	[2	3	\$0.00		\$6,500,000.00	3	N
							Y
[0	[2	3	\$0.00		\$6,500,000.00	3	Y
[0	[1	2	\$0.00		\$6,500,000.00	2	N
[0	[1	2	\$0.00		\$6,500,000.00	2	Y

FBMS Crosswalk		Prism (the 'last finalized' action in Prism)				
Legacy number for docs with PIID change	New PIID assigned, not changed	Prism Version (Mod) Num	Site	CO	Buyer	COR
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	0	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
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#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
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#N/A	#N/A	1	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2

#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	2	D41	SETZEL	SETZEL	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2
#N/A	#N/A	1	D41	TYOUNG2	TYOUNG2	LROBINS2



RELEASED
RELEASED
RELEASED
RELEASED
RELEASED

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF	
2. CONTRACT NO. <b>D14PC00156</b>		3. AWARD/EFFECTIVE DATE See <b>Block 31c</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>D14PS00102</b>	
7. FOR SOLICITATION INFORMATION CALL:		6. NAME <b>Tina Young</b>		8. TELEPHONE NUMBER (No collect calls) <b>208-433-5021</b>		8. OFFER DUE DATE/LOCAL TIME <b>05/07/2014 1400 MT</b>	
9. ISSUED BY <b>Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> <b>SMALL BUSINESS</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> <b>SET ASIDE: 100.00 % FOR:</b> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS <b>481212</b> SIZE STANDARD: <b>1,500</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>ACCP</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE <b>0009836858</b> <b>Acquisition Services Directorate 300 E. Mallard Dr., Ste 200 Boise, ID 83706</b>				18. ADMINISTERED BY CODE <b>D41</b> <b>DOI, Interior Business Center, AQD Division 4/ Branch 1 300 East Mallard Drive Suite 200 Boise ID 83706</b>			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE <b>D000 INV</b> <b>Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Avenue Denver, CO 80235-2230</b>			
17a. CONTRACTOR/OFFEROR <b>G. B. Aerial Applications, Inc. 4601 50th Street, Suite 101 Lubbock, Texas 79414-3514</b>							
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
00010		ON-CALL SINGLE ENGINE AIR TANKER (SEAT) FLIGHT SERVICES IN SUPPORT OF THE DEPARTMENT OF INTERIOR AT VARIOUS LOCATIONS WITHIN THE LOWER 48 STATES. Period of Performance: 05/15/2014 to 04/30/2015  On-Call SEAT Flight Services for various locations within the Lower 48 States. Services to include aircraft, pilot, fuel service vehicles and relief personnel. See attached solicitation for complete details. PERFORMANCE PERIOD IS MAY 15, 2014 OR DATE OF <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA <b>See Task Orders</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$0.00</b>			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT <b>D14PS00102</b> OFFER DATED <b>4-28-2014</b> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS			
30. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>David Guetersloh, President</b>		30c. DATE SIGNED <b>4-28-2014</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Tina Young</b>		31c. DATE SIGNED <b>5/29/14</b>	

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC Advisory Circular  
AD Airworthiness Directive  
A&P airframe and power plant  
APCO Association of Public-Safety Communications Officials  
AQD Acquisition Services Directorate  
ASM Aviation Safety Manager  
ASO Aviation Safety Office  
ASTM American Society for Testing and Material  
ATC air traffic control  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS continuous tone coded squelch system  
DDP designated dispatch point  
DM degrees/minutes/decimal minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT emergency locator transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW gross vehicle weight  
GPM gallons per minute

GPS global positioning system  
IAB Interagency Airtanker Board  
IAT interagency aviation training  
ICAO International Civil Aviation Organization  
ICS intercom system  
IFR instrument flight rules  
IP Institute of Petroleum  
MMSB Manufacturer’s Mandatory Service Bulletins  
NBC National Business Center  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA public address system  
PFD personal flotation device  
PIC pilot-in-command  
PPE personal protective equipment  
PSI pounds per square inch  
PTT push to talk  
RFP Request for Proposals  
RPM revolutions per minute  
SFI Safety Foundation Incorporated  
TBO time between overhaul  
TSO technical service order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR visual flight rules  
VNE velocity never exceed  
VOX voice activation  
VSWR voltage standing wave ratio

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**A1. SOLICITATION REQUIREMENT:**

**2014 ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this solicitation is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) flight services. Services shall be on an as-needed basis in support of the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and U.S. Forest Service (USFS) wildland fire suppression operations in the Lower 48 States. Each aircraft requires a primary flight crew, a relief flight crew and a Fuel Service/Support Vehicle (or combination FSV/SSV), with driver and relief. The performance period for contracts awarded under this solicitation is one Base Year and four (4) option years beginning date of award or May 15, 2014, whichever comes first.

Special Notes: Be sure to read the solicitation for details regarding the items below.

- Subsistence for flight and/or ground crews will not be reimbursed. Contractor is responsible for all costs. (See C31)
- The Government will pay Availability, Flight Time and Fuel Service Mileage to the Contractor for all mobilization, demobilization to and assignments to various locations as requested by the Government. (See C30)
- Measurement of Flight Time has changed. (See C29)
- Relief personnel are required under this solicitation.
- The contractor may submit a written request to the Contracting Officer Technical Representative (COTR) requesting approval to exercise an option to utilize the second seat of the aircraft to supplement the training of a new pilot in SEAT operations. (B10.7)

**ITEM DESCRIPTION:**

**Aircraft Required:**

One (1) or more turbine-powered Type 3 or Type 4 single engine airtanker equipped as specified in Section B.

**Fuel Service Vehicle/SEAT Support Vehicle:**

One vehicle per aircraft equipped as specified in Section B. One or two additional FSV/SSV with operator, equipped as specified in Section B, may be ordered, if available, on a daily rate basis as shown in Additional Pay Items.

**Crew Complement Required per Aircraft:**

One primary pilot and one relief pilot with Level I or Level II endorsement. Relief Fuel FSV/SSV Driver. When offered, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:**

Multiple throughout Lower 48 States

**On-Call Period:**

Award date through April 30,2015 with four option years.

**Minimum Aircraft Requirements:**

Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

Aircraft certified under 14 CFR 23 or 25 (See B2)

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR, Day Only

Payload minimum capacity of 500 US gallons, 4,600 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, with 4,600 pounds of retardant, and a 200-lb pilot.

## SECTION A – SCHEDULE OF SUPPLIES AND SERVICES

Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius

Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Type 3 Aircraft must have an Inter-agency Airtanker Board (IAB) approved Type 3 gate system physically installed on the aircraft at time of inspection.

NOTE 1: All exhibits applicable to this solicitation are included at the end of Section C.

NOTE 2: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

<b>OFFEROR NAME</b>	<i>Please fill in complete company name</i> G.B. Aerial Applications, Inc.	
<b>CONTRACTOR BASE OF OPERATIONS</b>	<i>Please fill in Contractor Base of Operations</i> 1151 County Road 305, Plains, TX 79355 (F98)	<b>USE PERIOD</b> Date of Award or May 15, 2014, whichever comes first, through April 30, 2015 with 4 one-year options available

**NOTE: THE AIRCRAFT LISTING BELOW APPLIES TO ALL ITEMS UNLESS STATED OTHERWISE BY OFFEROR. IF MORE THAN ONE AIRCRAFT TYPE IS OFFERED, PLEASE PROVIDE SEPARATE PRICING PAGES FOR EACH TYPE.**

The aircraft listing below applies to all items. Only aircraft on this listing will be considered for award. Each aircraft awarded under this solicitation is required to be accompanied by a fuel service/support vehicle.

LIST OF AIRCRAFT THAT WILL BE ACCOMPANIED BY A FUEL SERVICE/SUPPORT VEHICLE		
Make/Model Air Tractor AT-802AF	FAA Registration # and Tanker # N802GB T871	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N428AE T828	
Make/Model Air Tractor AT-802A	FAA Registration # and Tanker # N803MA T850	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
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Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	
Make/Model	FAA Registration # and Tanker #	

**ADDITIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) (MUST MEET REQUIREMENTS CITED IN B8)**  
Please Check Appropriate Blocks Below:

CONTRACTOR AGREES TO PROVIDE: One <input type="checkbox"/> or Two <input type="checkbox"/> FSV/SSV WHEN ORDERED (check which boxes apply) YES <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

**Pricing: BASE YEAR – 2014**

ITEM 0001 – BASE YEAR – 2014 – May 15, 2014 or date of award through April 30, 2015						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	(b) (4)	(b) (4)
1B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	(b) (4)	(b) (4)
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2014						\$ 295,050.00

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 1 - 2015**

<b>ITEM 0002 – OPTION YEAR 1 – 2015 - May 1, 2015 or date of award through April 30, 2016</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	(b) (4)	(b) (4)
2B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	(b) (4)	(b) (4)
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2015						\$ 303,870.00

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**Pricing: OPTION YEAR 2 - 2016**

<b>ITEM 0003 – OPTION YEAR – 2016 - May 1, 2016 or date of award through April 30, 2017</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	(b) (4)	(b) (4)
3B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	(b) (4)	(b) (4)
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2016						(b) (4)

\*The Estimated Quantities shown above will be used for Evaluation Purposes

**Pricing: OPTION YEAR 3 - 2017**

<b>ITEM 0004 – OPTION YEAR 3 – 2017 - May 1, 2017 or date of award through April 30, 2018</b>						
SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4A	AVAILABILITY Price per Day for Availability	AV	Estimated 30	DAYS	(b) (4)	(b) (4)
4B	FLIGHT HOURS Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	(b) (4)	(b) (4)
Funding for Additional Pay Items will be provided on task orders						
ESTIMATED TOTAL FOR 2017						(b) (4)

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Pricing: OPTION YEAR 4 - 2018**

<b>ITEM 0005 – OPTION YEAR 4 – 2018 - May 1, 2018 or date of award through April 30, 2019</b>						
<b>SUB LINE ITEM</b>	<b>DESCRIPTION</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
5A	<b>AVAILABILITY</b> Price per Day for Availability	AV	Estimated 30	DAYS	(b) (4)	(b) (4)
5B	<b>FLIGHT HOURS</b> Estimated Flight Hours	FT	Estimated 60	FLIGHT HOURS	(b) (4)	(b) (4)
<b>Funding for Additional Pay Items will be provided on task orders</b>						
<b>ESTIMATED TOTAL FOR 2018</b>						(b) (4)
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR PLUS 4 ONE-YEAR OPTIONS</b>						(b) (4)

\*The Estimated Quantities shown above will be used for Evaluation Purposes.

**THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE**

	<b>ADDITIONAL PAY ITEMS</b>	<b>PAY ITEM CODE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
A.	Extended Standby – Pilot (C28.2)	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby – Driver (C28.2)	ED	INDEFINITE	HOUR	\$ 34.00
C.	Additional Fuel Service Vehicle with Driver (C31.3)	SD	INDEFINITE	DAY	\$500.00
D.	Additional Driver/Loader Only (C31.3.1)	P01	INDEFINITE	DAY	\$350.00
E.	Retardant Labor during Unavailability Period (C31.4)	P01	INDEFINITE	DAY	\$350.00
F.	Fuel Servicing Vehicle Mileage (C31.2)	SML	INDEFINITE	Mile	\$ 2.50
G.	Mix, Test and Load Retardant (C31.5)	P55	INDEFINITE	GAL	\$ .20
H.	Contractor Miscellaneous Costs (C31.6)	SC	INDEFINITE	EACH	Actual Cost

**SECTION A – SCHEDULE OF SUPPLIES AND SERVICES**

**Economic Price Adjustment Table (See C-19)**

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete when fuel adjustments are made

AVERAGE BASE PRICES		AVERAGE REFERENCE PRICES	
Jet Fuel	<b>\$5.92</b>	Jet Fuel	
EFFECTIVE DATE	<b>Date of contract award</b>	EFFECTIVE DATE	
SOURCE DOCUMENT	<b>Original contract</b>	SOURCE DOCUMENT	
Re-established Base Price		Effective Date	

Full Service Fuel prices obtained from <http://www.airnav.com/fuel>

			<b>JET FUEL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	5.62
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	6.26
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.79
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.99
Western Aircraft (KBOI)	208-338-1800	Boise, ID	5.78
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	5.60
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.82
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	6.69
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	5.67
	<b>Average</b>		<b>\$5.92</b>

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained on-call Single Engine Air Tanker (SEAT) airplane flight services with daily availability to support water/retardant application for fire suppression operations in the Lower 48 States. Airplanes must be approved for use as single engine air tankers (SEATs) in support of the Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA). Contractor services include provision of an aircraft, personnel, FSV/SSV, and all other associated equipment as prescribed in this solicitation/contract.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are integral elements of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders. The Government may dispatch aircraft under this contract for such cooperative use.

B1.4 During the task order period, aircraft furnished shall be subject to the exclusive use and control of the Government.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times.

B2.1 The Contractor must be certificated under 14 Code of Federal Regulations (CFR) Part 137, "Agricultural Aircraft Operations."

B2.2 Any contract aircraft must be certificated under 14 CFR Part 23 or 25, or Civil Air Regulations Part 3 and have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved.

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs and single engine airplanes carrying 500 to 799 gallons for use as Type 4 SEATs. Aircraft will be evaluated at a weight and maximum load consistent with the aircraft type certificate or approved increased load (supplemental type certificate (STC)).

B2.2.2 Aircraft offered as Type 3 SEATs must meet Interagency Airtanker Board (IAB) requirements for Type III SEAT. Gates and flow control system must be IAB approved.

B2.2.3 Type 4 SEATs are not evaluated by the IAB.

##### B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations/maintenance manual readily available for each contracted aircraft. As a minimum, the manual must include the following procedures:

B2.3.1 Standard method for calculating current aircraft weight and balance based on actual loads and requirements for retaining load calculation data. Load calculations must be retained for 30 days.

B2.3.2 The approved aircraft inspection program.

B2.3.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.4 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight to ensure a record of all discrepancies, corrective actions and deferred discrepancies will readily available throughout the contract period.

B2.3.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractor's normal operating base. This includes procedures for ensuring mechanics performing maintenance or service on contract aircraft are appropriately certificated and trained for the tasks performed and have available the technical manuals, tools, and equipment necessary to perform the tasks in accordance with the manufacturer's instructions and FAA standards.

B2.3.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/ repaired (or deferred if appropriate) before the next flight.

B2.3.7 Fueling the aircraft including the detection of fuel contamination, and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.



## SECTION B – TECHNICAL SPECIFICATIONS

B2.3.8 Complying with flight manual “emergency procedures” and reporting abnormal conditions or potentially unsafe conditions.

B2.3.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.3.10 One complete copy of the Contractor’s operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract. (CDs are acceptable).

### B2.4 Training Program.

The Contractor is required to establish and implement a training program for pilots and support personnel that satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

B2.4.1 This training program must have written initial and recurrent training curriculums. See the SEAT Operator’s Training Program Exhibit for the minimum requirements a training program must have.

B2.4.2 One complete copy of the Contractor’s training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. (CDs are acceptable)

### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) Typed provisions of these specifications; (2) agency supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer’s specifications; and (5) other documents incorporated by reference.

### B4 Contracts and Task Orders

B4.1 The Contractor must maintain a complete, current printed copy of the contract and all modifications in each contract aircraft throughout the performance period.

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available

to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task in the aircraft.

B4.3 Electronic copies of contracts and task orders may be used, however, an electronic copy of the contract does not cancel the requirement to keep a printed copy of the contract in the aircraft.

## EQUIPMENT REQUIREMENTS

### B5 Condition of Equipment

B5.1 The Contractor-furnished aircraft, fuel service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of the lap belt and shoulder harness conditions that are not acceptable.

B5.4 The aircraft must be free of chemical odor and residue. Hopper tanks and the entire aircraft must be rinsed with a neutralizer. Some examples are “Neutralizer” (“Neutra-Sol”) by Becker Underwood, Inc., (800-232-5907) or “Wipe-Out” by Helena Chemical Co. (901 752-4414).

### B6 Aircraft Equipment Requirements

The Contractor must provide one or more (as awarded) fully compliant aircraft that is/are equipped as shown below:

B6.1 Instruments and equipment required by certification and in accordance with 14 CFR 91.205 (VFR day and night). The following additional instruments must be installed, operable, and airworthy:

B6.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank or turn coordinator), or gyroscopic artificial horizon.

## SECTION B – TECHNICAL SPECIFICATIONS

B6.1.2 Directional gyro (DG) or a vertical card compass designed and manufactured in accordance with a technical standard order (TSO) authorization.

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

B6.4 High visibility, pulsating, forward-facing conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B6.5 For loading, 3-inch male Kamlock couplers (Mil C 27487 or equal) accessible from both sides of the aircraft (i.e., load from either side).

B6.6 The pilot-in command (PIC) must ensure that the following equipment is current, operable, and accessible at the pilot station in the cockpit:

B6.6.1 Current approved Airplane Flight Manual (AFM), including performance charts, as appropriate.

B6.6.2 Quick reference cockpit checklist (in addition to the checklist found in the AFM) containing the following procedures:

Preflight	Stopping engine
Before starting engines	After landing
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The chart will not supersede any FAA approved or recognized manuals or charts. The chart must be in the aircraft and accessible to the pilot during loading operations. (Also see B19.7.)

B6.6.4 Current paper or electronic aeronautical charts covering area of expected operation.

B6.7 Aircraft tank and apparatus for fire suppressant materials as required below:

B6.7.1 Type 3 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document

can be found at: <http://www.fs.fed.us/fire/contracting/airtankers/iab.htm>.

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months.

B6.7.2.1 The emergency dump feature must isolate the pneumatic or hydraulic pressure emergency systems so that function or failure of the normal system’s pressure does not affect the emergency system’s pressure.

B6.7.2.2 Emergency systems dependent on normal operating systems for initial charge must have a pressure gauge or indicator that is readily visible to the crew.

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the system charge during preflight.

B6.7.2.4 The primary emergency dump control must be positioned within easy reach of a pilot strapped in his or her seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B6.7.3 A Kamlock coupler which allows the aircraft tank contents to be offloaded through it.

B6.7.4 The tanks and all operating mechanisms must be original aircraft equipment manufacturer’s (OEM), as listed on the type certificate or other approved data, or installed in accordance with an FAA STC or FAA field approval. All dispensing equipment must be maintained in accordance 14 CFR Part 43.

B6.7.5 Prior to the Government’s initial inspection and at least annually thereafter, the Contractor must inspect all tanks and dumping systems, including all associated tubing and electrical systems. As a part of these inspections, the Contractor must fill the tanks to their capacity with water to test for leaks.

B6.7.5.1 The tanks must be maintained in a leak-free condition throughout the period of performance.

B6.8 Aircraft marking. The SEAT must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft Exhibit for suitable colors and contrasting markings.

B6.8.1 An assigned tanker number must be displayed on both sides of the vertical stabilizer and/or rudder. The numbers must be as large as possible but at least 12 inches high with

## SECTION B – TECHNICAL SPECIFICATIONS

the format and spacing the same as aircraft “N” numbers (refer to 14 CFR Part 45.29).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A24E.pdf)).

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

#### B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power.

The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot and ATGS/observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 VHF-FM aeronautical transceivers must meet the minimum performance specifications as detailed at: [http://www.nifc.gov/NIICD/docs/avionics/FSAMD\\_A19\\_E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSAMD_A19_E.pdf). Transceivers known to meet those specifications are included in the listing located at: [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) (which also lists acceptable mobile and portable radios). These transceivers must also utilize the manufacturer's current software as listed at: <http://www.nifc.gov/NIICD/hotsheet/hotsheet.html> (scroll down under "Hot Sheet News"). Software versions listed on this website by October 1 of any given year are required for

## SECTION B – TECHNICAL SPECIFICATIONS

the following calendar year. More up-to-date software as released (after October 1) by the manufacturer is also acceptable. P25 VHF-FM radios without a software version listing must be upgraded to the current version within six months of release by the manufacturer. For example, if a new software version is released on August 1, and the website is updated to include it on September 15, then that software version must be installed by January 1. However, if the website was not updated to include the new version until after October 1, then it's not required until the end of the following year.

### B7.3.4 Reserved.

B7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at: <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer-required pilot display(s) or control(s) will 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 all 50 states. Contractors working in or 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 aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact

information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD 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 AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at: <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems.

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system or an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

### B7.5 Audio Systems.

One audio control system must be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected.

### B7.6 Other Avionics.

B7.6.1 One air traffic control (ATC transponder and altitude reporting system) meeting the requirements of 14 CFR Part

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91.215 (a) and (b) and maintained in accordance with 14 CFR 91.413.

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the FSV/SSV. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

The following radio models are known to meet the above requirements:

Datron G25RMV100, G25RMV110, G25ASU001  
Midland STM-1050B, STM-1055B, STM-1115B  
Relm(BK) Radio: DMH5992 with Smartmic, DMH5992X HP with Smartmic  
Relm: KNG-M150

NOTE: As of November 20, 2013, no other mobile radios were known to meet the above requirements. See [http://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](http://www.nifc.gov/NIICD/docs/approved_radios.pdf) for a complete, current listing of approved radios.

### **B8. Fuel Service Vehicle/SEAT Support Vehicle**

B8.1 The SEAT Support Vehicle may be combined with the fuel service vehicle (B8.2). If the support vehicle is a separate vehicle and does not transport fuel for aircraft, it must meet the requirements of B8.1.1 through B8.1.9 for general vehicle requirements. Each support vehicle must be equipped with a first aid kit as per the exhibit and a fire extinguisher of at least 20-B: C capacity meeting National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers standards. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.1.1 The support vehicle must have a minimum water capacity of 1,600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B8.1.2 The support vehicle must have hose couplers to accept water from Government equipment as follows:

B8.1.2.1 One 1½-inch female National Hose Thread and one 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3 The support vehicle batch mixing capability in a single vessel must be a minimum of 800 gallons. The Contractor must verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.

B8.1.4 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.1.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.1.6 Material from the servicing vehicle or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.1.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.1.8 The material loading system must be capable of pumping at the rate of at least 100 gallons per minute.

B8.1.9 An operable refractometer must be carried on the support vehicle/trailer and used to check the mixture ratio of each batch of mixed retardant. One source of refractometers (model IFT40 Industrial Fluid Tester) is Reichert Analytical Instruments, 716-686-4500, [www.reichert.com/refractometers.cfm](http://www.reichert.com/refractometers.cfm).

B8.1.10 No material shall be loaded with the aircraft engine running or propeller turning unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port must be located behind the wing and clearly marked. (See B20.9 for Pilot Requirements.)

### **B8.2 Fuel Servicing Vehicle: 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 located in enclosed compartments shall be readily accessible, and their location shall be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers.

B8.2.2 Fuel tanks mounted on vehicles must have a combined capacity of a minimum of 6 hours of useable fuel. The tanks must be designed to allow removal of contaminants from the sediment settling area. The sump must be easily accessible from the outside perimeter of the vehicle and shall be drained

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daily when the system is used. The draining shall continue until fuel appearance is contamination free. The daily sumping shall be documented on the contractor developed checklist/form. The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.2.3 The fuel hose shall be compatible with the aviation fuel being dispensed. Documentation of compatibility must be provided at time of inspection by OAS. EI (formerly API) 1529 certification meets contract specifications. The hose must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.2.4 Both over the wing and closed circuit fuel nozzle must include a 100-mesh or finer screen, a dust protective device. Over wing nozzle hold-open devices are not permitted.

B8.2.5 One properly functioning 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 Fuel servicing vehicles shall have 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).

B8.2.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle.

B8.2.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

B8.3 Fuel Service Vehicle: Filtering System.

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacture's operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.3.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. Contractors should consult with filter manufactures data to determine compatibility.

Total Solids	0.26 mg/litre (1.0 mg/U.S. gal) average 0.5 mg/litre (1.9 mg/U.S. gal) maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/litre

B8.3.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow Manufacturer's recommendations.

B8.3.5 Fuel filter vessels must be placarded indicating the filter changed date. Filters will be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months.

B8.3.6 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher, Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufactures recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.3.7 The filter vessel assembly must have a drain, and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during the fueling operation.

B8.3.8 At least one spare filter media, spare gasket/packing, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel service vehicle.

B8.4 Fuel Servicing Vehicle: Markings

B8.4.1 Each fuel servicing vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and the rear of the vehicle.

B8.4.2 Each fuel servicing vehicle must also be conspicuously and legibly marked to indicate the nature of the fuel such as Avgas by grade or jet fuel by type. The markings must be on each side and the rear in letters at least 3 inches

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high on a background of a sharply contrasting color. Examples: Jet-A white on black background or Avgas 100 white on blue background.

**B8.5 Fuel Servicing Vehicle: Operations**

B8.5.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B8.5.2 Government personnel must not be involved with refueling of contract aircraft.

B8.5.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.5.4 There must be no simultaneous “hot” loading and refueling.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements**

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

**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 Contracting Officer’s Representative’s (COR) 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 and instrument rating.

B10.2.2 A minimum of a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B10.2.3 Category and class ratings in the aircraft to be flown or type rating if required.

B10.2.4 Meet the requirements of 14 CFR Part 61.56(a) and (c), or (d), and "recent flight experience pilot-in-command" of 14 CFR Part 61.57.

B10.2.5 Meet the requirements of 14 CFR Part 137.53.

B10.2.6 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.2.6.1	1,500 hours...total in all aircraft.
B10.2.6.2	1,200 hours...in airplanes.
B10.2.6.3	200 hours...in category and class to be flown (airplane, single engine land (ASEL)).
B10.2.6.4	25 hours in the same make and model to be flown.
B10.2.6.5	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant or agricultural materials.
B10.2.6.6	200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See the exhibit for recognized schools. Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR 95 Subpart B, Designated Mountainous Area. Operating includes maneuvering near terrain, crossing ridgelines, and evaluating conditions such as wind, temperature, and density altitude.
B10.2.6.7	100 hours...in airplanes in the last 12 months.
B10.2.6.8	10 hours...in airplanes in the preceding 60 days.
B10.2.6.9	5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).

B10.3 Reserved.

B10.4 Aerial Firefighting Knowledge and Training.

B10.4.1 Prior to OAS approval (see C3 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

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B10.4.1.1 All pilots - Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (Maximum 2).

B10.4.1.2 All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).

B10.4.1.3 New and Level 2 pilots- the National Aerial Firefighter Academy (NAFA) training or the SEAT National Training Course within the previous three years. Starting in 2014, NAFA replaces the SEAT National Training Course held in Boise, Idaho.

B10.4.1.4 Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or National SEAT Academy within the previous three years. NAFA 2 replaces the National SEAT Academy at McClellan, California. NAFA 1 is recommended for level 1 pilots prior to attending NAFA 2.

Note: See Required Training Exhibit for additional information.

B10.5 Approved pilots may be designated as “Level I” (journeyman level), or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II pilots are permitted to fly missions (1) without aerial supervision in the fire traffic area with the SEAT plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II Criteria: The pilot must (1) meet the experience requirements of B10.1 through B10.2.6.9, (2) exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission, (3) understand the principles of making fire suppressant material drops under diversified terrain and flight conditions, (4) consistently make accurate drops, and (5) have successfully completed all applicable elements of B10.4.

B10.5.2 Level I (journeyman) permits pilots to fly missions in the fire traffic area with or without aerial supervision and to operate in a multiple tactical aircraft environment.

B10.5.2.1 Level I Criteria: These are the same as for Level II with the following additional requirements:

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy or NAFA 2, operated as a Level II pilot for 1 calendar year, successfully and flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be

documented in the pilot’s logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract. Other experience, such as SIC on a large airtanker or operating a helicopter on fires, may be considered. Contact the COTR with requests to evaluate other experience.

B10.5.2.4 When a lapse in service of three years or more as a SEAT pilot occurs, that pilot will revert back to Level 2 status until all Level 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission competency evaluation. Thereafter, Level II pilots must pass a recurrent mission competency evaluation every 12 months. Level I pilots must pass this recurrent evaluation every 36 months. These evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an OAS pilot inspector or designee. The PTS is available online at: <http://OAS.nbc.gov/library/handbooks/APracticalTestStandards.pdf>.

B10.7 SEAT Pilot Training Option.

The contractor may submit a written request to the Contracting Officer Technical Representative requesting approval to exercise the option to utilize the second seat in an AT802 to supplement the training of a new pilot in SEAT operations. If the Government concurs, the Contractor may designate a highly experienced approved Level I SEAT pilot as a “Pilot Trainer” for the purposes of training a new pilot. The new pilot will be designated as a “Trainee” pilot. This option allows a trainee to be on board a SEAT for training purposes. The designated “Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation. The Pilot Trainer must remain pilot-in-command (PIC) at all times. However, the flight time accumulated by the “Trainee” while sole manipulator of the controls may be logged as PIC.

B10.7.1 SEAT “Pilot Trainer” must have the following minimum qualifications:

B10.7.1.1 Qualified for 3 years as a DOI approved Level I SEAT pilot.

B10.7.1.2 500 hours PIC in SEAT operations.

B10.7.1.3 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.



## SECTION B – TECHNICAL SPECIFICATIONS

B10.7.2 SEAT “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

### **B11 Flight Crewmembers Duty and Flight Limitations**

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B11.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B11.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B11.2 Flight Limitations.

B11.2.1 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.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B11.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B11.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

### **B12 Personnel Duty Limitations**

Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

### **B13 Mission Currency and Proficiency**

B13.1 Mission currency. A pilot is considered mission current when they have flown a fire mission or Mission Currency Training Flight (MCTF) in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates set forth in Section A. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched. All MCTFs must be approved, prior to the event, by the COR.

B13.1.2 MCTFs are conducted as a scenario-based training exercise and should include dispatch procedures, loading operations, ramp management, flight operations, flight following, and air-to-air and air-to-ground communications. MCTFs may be conducted every 14 days for pilots if no fire missions have been flown in that time period. (Transition flights or point-to-point flights do not qualify as “mission” flights.)

B13.2 Pilot Proficiency. A pilot is considered proficient when they have completed the required annual company training within the last 12 months, are current in the aircraft in accordance with 14 CFR 61, meet all applicable requirements of 14 CFR 137, and meet all the pilot requirements of this contract. Pilots must be proficient when they start the contract. It is the Contractor’s responsibility to provide proficient pilots. Proficiency flights may be conducted while the pilot and aircraft are under contract, with approval from the local Government managers. Availability will not be affected during proficiency flights; however, flight time will not be paid by the Government.

### **B14-15 Reserved**

### **B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must furnish a fuel service/support vehicle driver(s), if an FS/SSV is offered, for each day the aircraft is required to be available. Driver(s) may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle. The driver(s) may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures.

### **B17 Fuel Service/Support Vehicle Driver Duty Limitations**

B17.1 Fuel service/support vehicle drivers must comply with U.S. Department of Transportation (DOT) Safety Regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B17.2 The fuel service/support vehicle driver will be responsible for keeping the Government apprised of his or her duty limitation status.

B17.3 Any substitute drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B17.4 The Contractor must provide a qualified relief driver/operator that is available to perform duties on the regular driver/operators scheduled days off.

### **B18 Relief PIC**

B18.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the regular crewmember's scheduled days off.

B18.2 The relief PIC may be either Level I or Level II qualified.

Note: Relief crewmembers must comply with personnel duty limitations the same as the primary crews.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits; (2) the safety of the aircraft; and (3) for the cargo. The contract pilot:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment; such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to refuse any flight, landing site, or drop which is considered hazardous or unsafe.

B19.3 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the COR or his authorized representative.

B19.4 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.5 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

B19.6 Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.6.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.6.2 Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

B19.6.3 Only a certificated mechanic (holding an airframe and powerplant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

B19.7 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight are not exceeded.

## SECTION B – TECHNICAL SPECIFICATIONS

When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

B19.7.1 Empty weight of the aircraft (in the required configuration).

B19.7.2 Pilot with required personal protective equipment.

B19.7.3 Necessary flight kit materials.

B19.7.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B19.7.5 Fire suppressant material weight, calculated at 8.3 pounds per gallon for water, 8.5 pounds per gallon for foam, and 9.2 pounds per gallon for retardant.

B19.7.6 All equipment required by sections B5, B6, and B7 of this contract.

B19.7.7 Other Contractor parts and supplies carried on board the aircraft.

B19.7.8 A record of the load calculation for each flight is required. The record must be retained for at least 30 days and must be made available to the government upon request. This record must account for all items listed in paragraphs B19.7.1 through B19.7.7 and document pressure altitude and temperature conditions used for the calculation.

B19.8 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B20.2 Aircraft may be requested to operate from areas other than improved airports, such as backcountry airports or temporarily closed roadways of varying composition and construction.

B20.3 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B20.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply.

B20.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B20.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B20.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B20.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B20.9 Flight plans. Pilots must file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are **not** acceptable. Flight plans must be filed prior to takeoff when possible. Pilots must plan flights so as to land with VFR fuel minimums. Pilots must provide agency personnel the amount of fuel on board at the time of departure for each ordered flight.

B20.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency's approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B20.11 Day only use. Single-engine aircraft must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.12 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

### **B21 Security of Aircraft and Equipment**

B21.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

## SECTION B – TECHNICAL SPECIFICATIONS

**B21.2 Physical Aircraft Security.** Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. Any combination of two different anti-theft devices designed to secure or disable an aircraft is acceptable provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable

Unacceptable locking devices and security methods are:

- Locking aircraft doors
- Fenced or gated parking area

### **B22 Personal Protective Equipment (PPE)**

The Contractor must provide and require personnel to wear PPE for flight operations. The following items must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

**B22.1** Personnel involved in the handling of potentially hazardous materials must wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, masks, boots, etc.).

**B22.2** Pilots must wear a one-piece, hard shell flight helmet with a chinstrap, made of polycarbonate, Kevlar, carbon fiber, or fiberglass that covers the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must conform to a national certifying agency standard such as DOT, ANSI, Snell, or SFI, an appropriate military standard, or appropriate equivalent standard and be compatible with required avionics. Helmets such as those specified in Type Certificate A19SW are acceptable for use.

**B22.3** Pilots must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns.

**B22.4** Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non-leather boots must meet military standards for aviation use.

See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>).

**B22.5** Pilots must wear leather, polyamide, or aramid gloves.

**B22.6** Pilots must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B23 Reserved**

### **B24 Reserved**

### **B25 Fuel and Servicing Requirements**

#### **B25.1 General**

**B25.1.1** Contractors must be able to acquire commercial fuel at locations throughout the Lower 48 States. All contractor purchased fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

**B25.1.2** Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

**B25.1.3** The Contractor must have a fuel quality assurance program.

**B25.1.3.1** The NFPA fuel-handling handbook must be used as a guide. No personnel will be permitted on board the aircraft during fueling operations. Copies of NFPA 407: Aircraft Fuel Servicing can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

**B25.1.4** The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

**B25.1.5** If storage facilities contain more than 1,320 gallons total or if any one container contains more than 660 gallons, EPA regulations will apply (40 CFR Part 112).

**B25.1.6** In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

**B25.1.7** The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention;

## SECTION B – TECHNICAL SPECIFICATIONS

Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.7.1 An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The NFPA 407: Aircraft Fuel Servicing requirement that fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating, must be observed unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel. (See B8.5.3 and B8.5.4.)

B25.2.2 U.S. Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General – Maintenance

B26.1 All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections.

B26.2 The contractor is responsible for ensuring that the mechanics employed by the contractor, as well as mechanics employed by other parties but engaged by the contractor under separate agreements, to perform work on contracted aircraft are in compliance with the following:

B26.2.1 Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the

manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81.

B26.2.2 Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. Ref: 14 CFR 43.13.

B26.3 Prior to the initial inspection and contract starting date, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with the appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.4 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.4.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### B27 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and Additional Maintenance Requirements

B27.1 The Contractor must comply with all applicable MMSBs, FAA Special Airworthiness Information Bulletins (SAIB), and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1,

## SECTION B – TECHNICAL SPECIFICATIONS

complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

**B27.3 Air Tractor Aircraft only:** Before the contract start date, the following list of Service Letter (SL) must be complied with: Air Tractor SL-129A,SL-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300.

### **B28 Manuals/Records**

**B28.1** The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, 91.417), and that a copy of the aircraft's record is kept with the aircraft.

**B28.2** Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

**B29.1** All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person

**B30.2** The Contractor must immediately notify the COR and major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life-Limited Parts**

**B31.1** All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

**B31.2** Aircraft operated with engines, propeller components or accessories on approved TBO extension programs are acceptable, provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

**B31.3** The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

authorized to perform maintenance in accordance with 14 CFR Part 43.

**B29.2** The Contractor must ensure that all maintenance is performed by a properly certified mechanic who meets the FAA requirements under 14 CFR Part 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

**B29.3** Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

**B29.4** All fire extinguishers must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers

### **B30 Maintenance Test Flight**

**B30.1** The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract.

### **B32 Weight and Balance**

**B32.1** The aircraft will be weighed in contract configuration within 60 months before the contract start date and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

**B32.2** All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

**B32.3** The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable

## SECTION C – TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1. Contract Terms and Conditions – Commercial Items (52.212-4 SEPT 2013) [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 Contracting Officer 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 –System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

## SECTION C – TERMS AND CONDITIONS

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government



## SECTION C – TERMS AND CONDITIONS

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. 4212 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly

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authorized by statute and specifically authorized under applicable agency regulations and procedures.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEPT 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JUL 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013)(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.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(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.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

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(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (SEPT 2013)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 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).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (JUL 2013)(31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (JUL 2013)(5 U.S.C. 552a).

(52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this

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paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC

2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xv) 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)

#### C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. 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 normally confirm the inspection details in writing. Contractor written requests for

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inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.3 Approved aircraft, FSV/SSV 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 FSV/SSV card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

### C3.5 Equipment

C3.5.1 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.

C3.5.2 The contractor may be required to provide a copy of their Supplemental Type Certificate (STC), FAA field Approval and/or IAB Approval Certificate, when applicable, at the time of inspection.

C3.5.3 FSV/SSV(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.6 Personnel

C3.6.1 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.

C.3.6.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at <http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf>. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.6.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.6.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.6.3 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. DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months

Level II pilots: every 12 months

C3.6.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

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C3.6.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling and retardant mixing/loading procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.7 Substitute Personnel, Aircraft, or Equipment

C3.7.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed aircraft substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitute pilots 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.

C3.7.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

### C3.8 Re-inspection Expenses

C3.8.1 The Contractor may be liable for all Government incurred re-inspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.8.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

## C4. Taxes (52.212-4(k))

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during

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the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:

<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Aircraft Use Report

C5.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system that documents the daily services recorded on the signed OAS-23/23E. Hard copies of the signed OAS-23/23E are to be uploaded/attached to the electronic report created in the electronic system.

C5.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing 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:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting 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 SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## GENERAL CONTRACT TERMS AND CONDITIONS

### C6. Type of Contract (52.216-1 APR 1984).

The Government contemplates award of a firm-fixed price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

### C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

## SECTION C – TERMS AND CONDITIONS

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### C6.2 Ordering (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided.”

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## C7. Orders for Services

C7.1 The Government does not guarantee the placement of orders for service under this contract, and the contractor is not obligated to accept an order. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein. A contractor will not be considered available to accept an order if the aircraft, required personnel and fuel service/support vehicle are not available for service.

C7.1.1 Orders for service under this contract will be placed with the contractor who is determined to be the best value to the government. Factors that will be considered are aircraft capability, aircraft location, availability and cost.

C7.1.2 The Government’s urgency in acquiring services may be a factor and override any other criteria identified above. An order may be placed orally or electronically, but will be confirmed in writing by a Government resource order.

C7.1.3 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau and 4) office location of the individual placing each order.

C7.1.4 The Contractor is responsible for notifying the government of the location, availability and any subsequent changes of the status of their aircraft. Failure to do so may result in missed dispatches.

C7.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 (Late May through September) or the National Interagency Coordination Center (NICC) Aircraft Desk at 1-800-994-6312- (ask for Aircraft Desk) Fax 1-208-387-5414. The following information needs to be provided:

1. Status. The status of each SEAT by tanker number and tail number will be listed as one of the below:

- a. **Available** (Pilot, Service Truck and Driver all carded and available for dispatch)
- b. **Unavailable**
- c. **Committed** (Working on a Fire Suppression contract)



## SECTION C – TERMS AND CONDITIONS

### 2. Location. Location of your SEAT(s) modules:

a. **Airport Identifier** - The contractor is responsible to keep this information current and updated by keeping the National SECO/NICC aircraft desk informed of any changes in the availability or location of your aircraft. Failure to keep this system updated as any changes occur may result in missed opportunities at being dispatched.

C7.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. The CO will issue a minimum of two task order numbers to the contractor. One task order number will be identified for the “*U.S. Forest Service-Fire Only*” and one task order number will be identified for “*DOI Fire Use Only.*” All costs (availability, flight hours, additional pay items, etc.) will be recorded using task orders.

C7.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C7.3 The contractor is responsible for using the appropriate task order (DOI or Forest Service) relative to the Resource Order received at the time the aircraft is hired until it is released. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released back into the Dispatch System. The task order number shall be used on all OAS-23 Reports and when submitting invoice data into the electronic payment systems (AMS, IPP, etc). See Paragraph C8 for Ordering Offices and Resource Order information.

C7.4 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

### **C8 Authorized Ordering Offices**

C8.1 Orders may be placed only by the authorized offices listed below and the CO. Once a contractor agrees to accept an order, they will receive a Resource Order from the ordering office in an email and/or fax. Orders may be received from any of the following:

- 1) Local Dispatch Office
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Contracting Officer

### **C9 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.

### **C10 Aircraft Insurance**

C10.1 The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

#### C10.2 Contractor’s Environmental Responsibilities

C10.2.1 The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

C10.2.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C10.2.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C10.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C10.2.5. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and nonpotable water will be available at Government airtanker base facilities for contractor’s use.

#### C10.3 Property and Personal Damage

C10.3.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C10.3.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C10.3.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public

## SECTION C – TERMS AND CONDITIONS

liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C10.3.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C10.3.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C10.3.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### **C11 Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual,

registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### **C12. Contractor Personnel Security Requirements**

## SECTION C – TERMS AND CONDITIONS

C12.1 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.

C12.2 Contractor employees utilized in support of this contract, will be treated as visitors (non-credentialed Contractor) and not be required to receive background investigations and credentialing. However, non-credentialed 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.

### C13. Pre-work Meeting

A pre-work conference call meeting between the Government and the Contractor along with their primary crew members may be held after contract award. The Contractor's primary crew members must attend any pre-work meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

### C14. DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;

- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

#### C14.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTRs for this contract are:

- Mr. Gary Kunz, Western Regional Office DOI – Office of Aviation Services (OAS) 300 E. Mallard Dr., Ste. 200 Boise, ID 83706-3991 Phone: 208-433-5077 Fax: 208-433-5085

OR

- Mr. Frank Crump, Eastern Regional Office DOI – Office of Aviation Services (OAS) 3190 NE Expressway, Suite 250 Atlanta, GA 30341-5302  
Phone: 770-458-7474  
Fax: 770-458-6677

## SECTION C – TERMS AND CONDITIONS

### C14.2 Project Inspector (PI)

If necessary, due to distance or geographic dispersion of sites, the COR may request in writing to the CO, a Project Inspector to monitor the contract in their absence. The CO will appoint the PI in writing with copies to the contractor and the COR. The PIs will not be delegated COR authority and must immediately bring any potentially controversial matter to the COR for action. The COR will remain the delegated Government representative directly responsible to the CO. In the absence of the COR, the PI will be directly responsible to the CO.

### C14.3 The OAS Safety Manager

The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley  
DOI – Office of Aviation Services (OAS)  
300 E. Mallard Dr., Ste. 200  
Boise, ID 83706-3991  
Phone: 208-433-5071  
Fax: 208-433-5007

### C14.4 SEAT Manager (SEMG)

A qualified Manager will be assigned to each SEAT base of operations and may be designated as a Project Inspector by the Contracting Officer. In addition to directing work of the SEAT, the manager has the following contract administration duties and authority:

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title “SEAT Manager”.
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

\*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will contact the COTR.

### C15. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet

the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

## ADMINISTRATIVE MATTERS

### C16. Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon receipt of any information that indicates a serious safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (OAS, ASM or carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the outcome of the agency investigation.

## SECTION C – TERMS AND CONDITIONS

C16.2.3 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon the outcome of the investigation.

C16.2.4 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.

C16.2.5 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.

### C17. Safety and Accident Prevention

C17.1 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).

C17.1.1 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.

C17.2 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 Agency Investigator in Charge (IIC), ASM, and CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components.

- Safety Policy
- Safety Risk Management
- Safety Assurance

-Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above.

### C18. Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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.

C18.1.5 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.

C18.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C18.1.7 SafeCom (<http://www.safecom.gov>). 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).

#### C18.2 Mishap Reporting

## SECTION C – TERMS AND CONDITIONS

C18.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs (49 CFR 830.5).

C18.2.2 The OAS ASM must immediately be notified for any mishap involving the Department of the Interior that results in an accident, incident involving damage or injury, or overdue aircraft suspected of having an accident by the most expeditious means available (888-4MISHAP). In an effort to prevent future aircraft mishaps, it is the responsibility of the Contractor to report known aircraft accidents, aviation hazards, and maintenance deficiencies. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C18.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C18.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C18.2.5 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C18.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**1-888-4MISHAP (1-888-464-7427)**

C18.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

### C18.3 Forms Submission

C18.3.1 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".

C18.3.2 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 <https://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".

### C18.4 Preservation Requirements

C18.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.5 Mishap Investigations

C18.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.6 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.7 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the contractor may request in writing an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to

## SECTION C – TERMS AND CONDITIONS

cover increased costs for which adjustment is provided under this clause.

**C19.3 Base Price.** The base price will be an average of the commercial prices obtained by the Government for fuel as identified in Section A, Requirements and Prices.

**C19.4 Reference Price.** The reference price is the average commercial fuel price at the Fuel Source Locations cited in Section A in effect at the time of adjustment. No other locations will be considered when making adjustments. The CO will establish an updated Base Price in a unilateral modification to the contractor once the new flight rates are established.

**C19.5 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. Fuel Consumption Rate will be based upon make and model as shown below.

Single Engine Air Tanker fuel consumption rate table:

M-18T	60 GPH
S2R-T-10G	70 GPH
S2R-660	60 GPH
AT-502B	45 GPH
AT-602	55 GPH
AT-802	80 GPH

**C19.6** The hourly flight rate will be adjusted upward by the CO in a unilateral contract modification, whenever the CO confirms the contractor's Reference Price is more than 10 percent **HIGHER** than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.7** The hourly flight rate will be adjusted downward by the CO in a unilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent **HIGHER** than the current Commercial Fuel Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

**C19.8** Fuel price adjustments are subject to review by the CO at any time during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

**C19.9** The effective date of the flight rate adjustment will be stated on the unilateral modification signed by the CO. All flight hour adjustments will be made in AMS based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### **C20 Contract Performance Period**

ON-CALL SEAT FLIGHT SERVICES  
Solicitation D14PS00102

The contract period of performance will be from date of award through April 30, 2015, unless otherwise extended as allowed herein. The start date is based on the assumption that the Contractor will receive notification of contract award at least 10 days before the start date. With the concurrence of both parties, service may begin prior to that date.

#### **C21 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 five (5) years.

#### **C22. Reserved**

#### **C23. Reserved**

### AVAILABILITY REQUIREMENTS

#### **C24 Availability Requirements**

During the ordered period of use, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

**C24.1 Extended Standby** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### **C24.2 Relief Pilot**

A relief pilot is required. On crewmembers mandatory days off the contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

#### **C25 Schedule of Operations and Reaction Time**

CONTRACT NO. D14PC00156

## SECTION C – TERMS AND CONDITIONS

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 Standby. Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

### **C26 Maintenance During Availability Period**

C26.1 The COR, PI or authorized representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR, PI or authorized representative may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so may result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, PI or authorized representative, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26.3 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, major airframe component or other maintenance deficiency. The Contractor must also notify the COR and COTR of any major maintenance deficiency following an incident or accident and must describe the circumstances involved.

### **C27. Unavailability and Damages**

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR, or their designated representative, that they are available.

C27.1.2 The contractor may be required to demonstrate their availability by providing documented evidence to the COR and COTR that the deficiency has been corrected. Evidence

may be in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature and certificate number of the person clearing the deficiency. Depending on the magnitude of the deficiency, the COR and/or COTR may also require a physical inspection by an OAS inspector.

C27.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C27.1). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C27.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or designated representative of the situation immediately.

## **MEASUREMENT AND PAYMENT**

### **C28 Daily Availability**

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit 10, when services are unavailable or when the aircraft has been released for the Contractor's benefit. When aircraft is unavailable for a portion of an hour, the Government will round up to the next hour using the Unavailability Conversion Chart. The contractor will be considered Available at the beginning of the next hour period.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

### **C28.3 Contract Pricing**

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted



## SECTION C – TERMS AND CONDITIONS

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.

### C29. Flight Time

C29.1 Measurement of Flight Time. Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport.

C29.1.1 For purposes of this contract: “...moves under its own power for the purposes of flight...” is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.

C29.1.2 For purposes of this contract: “...when the aircraft comes to rest after landing...” is defined as the time at which the aircraft engine is shut down. Taxi time and time spent hot loading or hot refueling is considered flight time.

C29.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the COR or the authorized representative and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, OAS inspection(s) will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29.5 The COR may approve Contractor requests to perform a proficiency flight(s). The Government will continue to measure and pay for availability throughout periods approved for proficiency flights. All flight time incurred during proficiency flight(s) will be at Contractor expense.

C29.6 When Mission Currency Training Flights (MCTF) are performed in accordance with Paragraph B13, all flight time incurred will be paid by the Government. All MCTF's must be approved by the COR prior to the MCTF taking place.

C29.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C30.

### C30. Mobilization/Demobilization

The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the Assigned Work Location.

C30.1 Availability. One-half day availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability. No Availability will be paid on days in which no flight occurs.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Mobilization. Payment for availability, flight time and FSV mileage begins when the aircraft starts its mobilization flight from the Contractors Base of Operations or the Aircraft's Point of Hire, whichever is less, to the Assigned Work Location and ends upon arrival at the Assigned Work Location (including airports, etc.).

C30.4 Demobilization. Payment for availability, flight time and FSV mileage begins when the aircraft is released from the Assigned Work Location. Demobilization costs will be paid back to the original point-of-hire or the contractor's base of operations, whichever is less, providing that is the aircraft's immediate destination after release.

C30.4.1 If the aircraft does not immediately return to the original point-of-hire or Base of Operations, demobilization costs will only be paid as they actually occur but shall not exceed the cost nor be further than the location used at time of hire. Demobilization cost does not apply if the aircraft is reassigned at the time of release.

C30.5 Fuel service/support vehicle mileage will be measured using the most direct route taken from the House-hold Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company or Mapquest.

### C31. Additional Pay Items

Claims for Additional Pay Items addressed herein and in Section A must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

## SECTION C – TERMS AND CONDITIONS

C31.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C31.1.2 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

C31.2.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C31.3 Transportation Costs Associated with Operating Away From the Contractor's Base of Operations. When assigned to a base away from the contractor's base of operations, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government.

The Contractor will be paid actual necessary and reasonable costs, **not to exceed \$1,400.00** per person for transportation of personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.3.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 10, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.3.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.3.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources

must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs (lodging and meals).

C31.4 "Additional" Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4.1 "Additional" Driver/Loader Only. When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C31.4.1.2 An Daily Rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C31.5 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge **must** be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

C31.6 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.7 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the contractor's base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.9 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.9.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

## SECTION C – TERMS AND CONDITIONS

10-Transportation Worksheet

C31.9.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.9.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.9.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.10 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.10.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.10.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.10.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C32 Government Miscellaneous Charges**

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### **EXHIBITS**

The following exhibits are enclosed and made part of this solicitation:

#### Section B

- 1- SEAT Operators Training Program
- 2- Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3- High Visibility Paint Schemes
- 4- Airworthiness Directive Compliance Record
- 5- First Aid Kit
- 6- List of Recommended Flying Schools for Mountainous Terrain

#### Section C

- 7-Statement of Equivalent Rates for Federal Hires
- 8-Department of Labor Wage Determination Information
- 9-Unavailability Conversion Chart

**SECTION C – TERMS AND CONDITIONS**

**Exhibit 1**

**SEAT Pilot Training Requirements**

<b>Training Event</b>	<b>New Pilot</b>	<b>Level 2</b>	<b>Level 2 Transition to Level 1</b>	<b>Level 1</b>
Company Training	Required Annually	Required Annually	Required Annually	Required Annually
Computer Based Training	Required	Recommended after initially completing CBT	Recommended after initially completing CBT	Recommended after initially completing CBT
NAFA (National Aerial Fire Fighting Academy)	Required prior to carding	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Required every 36 months. Anniversary based 36 months from last attendance to the Boise National Training Course.	Recommended
NAFA II	Not Recommended	Recommended	Required. Must have completed NAFA 1 prior to attending or Boise NTC.	Required every 36 Months. Anniversary based 36 months from last attendance of the SEAT Academy
Carding Process	New Card Required Check ride required	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required annually	Pilot card reissued annually Check ride required every 36 months.

*NAFA - The National Training Course(Boise Course) has transitioned to NAFA 1*

*NAFA II - The SEAT Academy has combined with NAFA Simulation to become NAFA 2*

*Detailed information about and how to register for NAFA and NAFA II is available at: [www.nafri.com](http://www.nafri.com)*

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 2**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 3

#### High Visibility Paint Schemes for SEAT Aircraft

**White:** True White or Matterhorn White  
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)  
Sherwin Williams SW-U00150  
Omega “Mega Max” 9036 Gloss White  
Rust-oleum 7792 – Gloss White  
Air Tractor “Snow White” G8044 US Paint

**Red: Orange/Red**  
PPG “Aero Union Red” CA 8000 I04121 CAGBCX (Aero Space Div)  
Sherwin Williams U00304 (Bright Poppy) (Jet Glo)  
Omega “Mega Max” 2030 (Bright Poppy)  
NAPA (Martin Senour Prism Paint) RED #65-51026

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black

#### White and Red Paint Scheme

**OVERALL:** The fuselage, wings, and tail surfaces must be painted white.

#### Identification panels: Wings

The wing surface, starting from the tip, inward a minimum of 4 ft to a maximum of 8 ft is to be orange/red, both wings, upper and lower surfaces, including leading and trailing edges. The remainder of the wing surface is to be white. \*\*

#### Tanker numbers: Wings

**Minimum** of 24” black, block “Tanker Number” on the upper surface of the left wing and lower surface of the right wing, inboard of the red panels on the wing tips. These numbers should be as large as practicable to provide better readability.

#### Identification panels: Tail surfaces:

The horizontal stabilizer and elevator surfaces starting from the tip inward a minimum of 2 ft to a maximum of 4 ft is to be orange/red, both sides, upper and lower surfaces, including leading and trailing edges. The remainder of the horizontal stabilizer and elevator surfaces is to be white.

The vertical stabilizer and rudder surfaces starting from the top downward a minimum of 2 ft to a maximum of 4 ft are to be orange/red, both sides, including leading and trailing edges. The remainder of the vertical stabilizer and rudder is to be painted white, with the exception of the tanker number.

#### Tanker Number:

The assigned tanker number must be painted on both sides of the vertical stabilizer/rudder in gloss black. The numbers must be **as large as possible**, but a minimum of 12 inches high with the format and spacing the same as aircraft “N” numbers. (Ref: 14 CFR Part 45.29.)

\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to being placed on the aircraft. Identification of the aircraft owner by either name or logo is approved but must be only on the fuselage or tail, not on the wing surface.

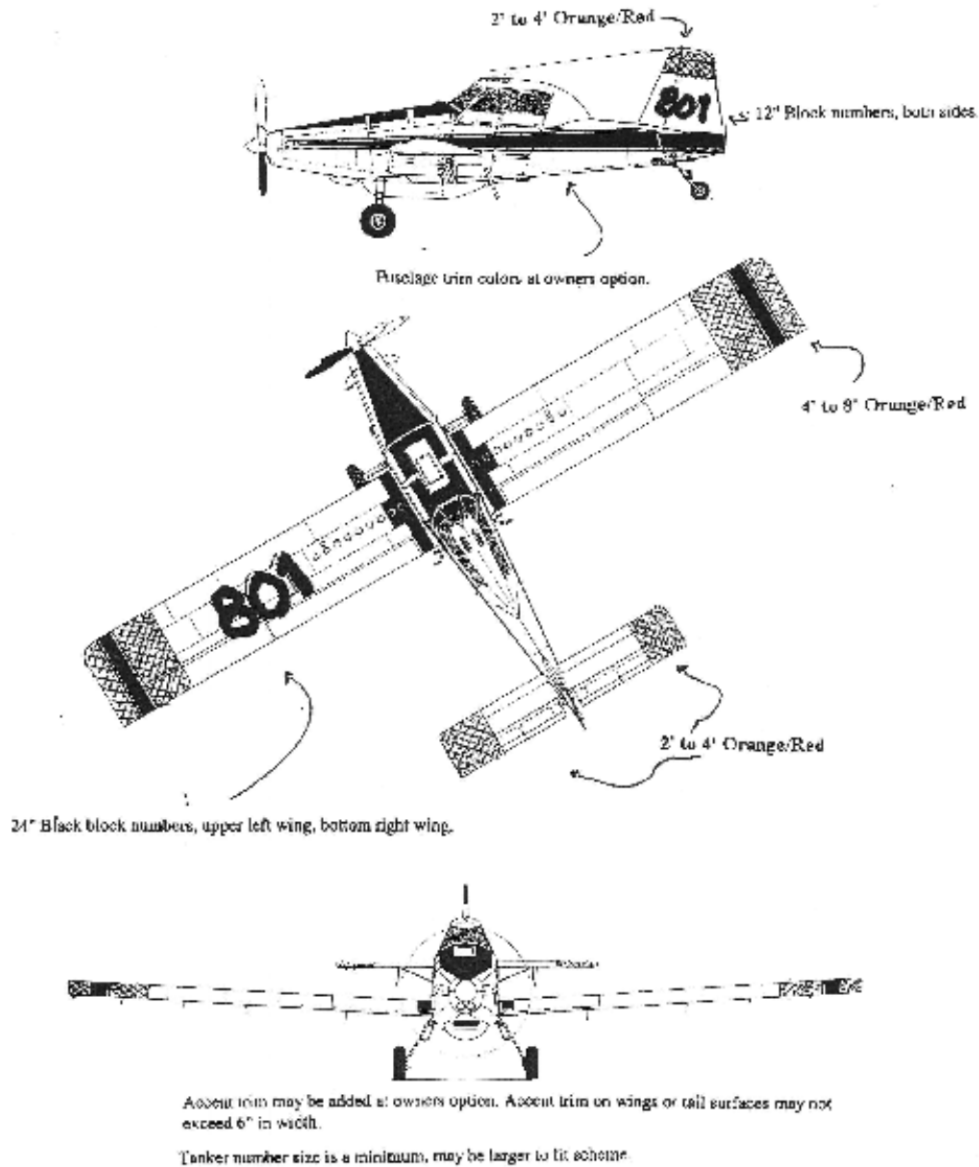
**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 3 (continued)**

SECTION C – TERMS AND CONDITIONS

High Visibility Paint Schemes for SEAT Aircraft  
(cont.)

High Visibility Paint Schemes for SEAT Aircraft (cont.)







**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 5**

**FIRST AID KIT**

These are the minimum required items for special use activities in the United States and U.S. possessions.

**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	
	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.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

The following two flight schools are recognized by the Government as “approved” mountain flying schools as described in Paragraph B10.2.6.6. Written proof of successful graduation from one of these schools will substitute for 100 hours of mountainous terrain experience.

1. Summit Aviation, Inc.  
490 Gallatin Field Rd.  
Belgrade, MT 59714
2. McCall Mountain/Canyon Flying Seminars, LLC  
P.O. Box 1175  
McCall ID 83638

Other flight schools may be considered as approved if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations.

1. Mountain Flying aircraft pre-flight
2. Mountain weather understanding
3. Flight/Route planning
4. Aircraft performance calculations
5. Density altitude calculations
6. High altitude take-offs and landings
7. Mountain flying techniques/Confined space maneuvers
8. Mountain flying aircraft performance issues
9. Landing area selection parameters
10. Flying in proximity to ridge lines, in canyons, over valleys
11. High altitude issues and physiology
12. Mountainous terrain navigation
13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)
14. Minimum of 14 hours of ground instruction.
15. School must meet all FAA requirements for a Pilot Proficiency Program.
16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### Training Program Requirements For Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H, and Federal Aviation Administration (FAA) Order 8900.1, volume 3, chapter 19 (<http://fsims.faa.gov>). Due to the inherent differences between 14 CFR 135 and 14 CFR 137 operators, much of what is required for a 135 operator is not applicable to a 137 operator; hence, your training program will not need all of the elements a 135 training program requires.

**Company training programs must have at least the following:**

- II. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    - 1. Initial.
    - 2. Recurrent.
  - B. Fuel/support vehicle operator training curriculum.
    - 1. Initial.
    - 2. Recurrent.
- III. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    - 1. Duties and responsibilities
    - 2. 14 CFR 91 and 137
    - 3. Content of operation manual
    - 4. Content of Government contract
  - B. Airman General
    - 1. Weather
    - 2. Mountain flying/low level
    - 3. Airspace/air traffic control
    - 4. Navigation – GPS
    - 5. Communication – VHF FM
    - 6. Flight following/automated flight following (AFF)
    - 7. Agency ramp procedures
    - 8. Flight and duty limitations
    - 9. Hazardous materials
    - 10. Crew resource management/single-pilot resource management (CRM/SRM)

## SECTION C – CONTRACT TERMS AND CONDITIONS

(continued)

### C. Aircraft Ground

- |                         |                                    |
|-------------------------|------------------------------------|
| 1. Weight and balance   | 5. Normal and emergency procedures |
| 2. Flight planning      | 6. Operating limitations           |
| 3. Performance          | 7. Major aircraft systems          |
| 4. Engine and propeller | 8. Aircraft security               |

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 8**

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)**

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE SERVICE CONTRACT ACT**

**THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION**

*(See following page)*

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- A. EMPLOYEE CLASS MONETARY WAGE
- |  |          |
|--|----------|
| Aircraft Pilot, GS-11                                  | \$ 27.03 |
| Support/Service Vehicle Driver<br>(Truck Driver, WG-6) | \$ 18.20 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- |                                       |                     |
|---------------------------------------|---------------------|
| 1. New Year's Day                     | 6. Labor Day        |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day     |
| 3. President's Day                    | 8. Veterans Day     |
| 4. Memorial Day                       | 9. Thanksgiving Day |
| 5. Independence Day                   | 10. Christmas Day   |
- D. The amount of paid vacation time allowed is as follows:
- Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 35 DATED 2/26/14**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$27.78  
Truckdriver, Medium Minimum Hourly Wage: See Below

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 32 DATED 7/24/13**

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE**

**WD 1995-0222 Rev. 35**

Health & Welfare: \$3.81 per hour or \$152.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0221 Rev. 32**

Health & Welfare: \$3.81 per hour or \$148.40 per week or \$660.40 per month  
Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**WD 1995-0222 Rev. 35 and WD 1995-0221 Rev. 32**

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.



SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 10**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00