

**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

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**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

**SECTION A – REQUIREMENTS AND PRICES**

**Contract Acronyms**

AC Advisory Circular  
AD Airworthiness Directive  
AMS Aviation Management System  
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  
AUR Aircraft Use Report  
CFR Code of Federal Regulations  
CO Contracting Officer  
COR Contracting Officer’s Representative  
COTR Contracting Officer’s Technical Representative  
CFR Code of Federal Regulations  
CTCSS Continuous Tone Coded Squelch System  
DM Degrees/Minutes/Decimal Minutes  
DOI Department of Interior  
DOT Department of Transportation  
ELT Emergency Locator Transmitter  
EPA Environmental Protection Agency  
ERG Emergency Response Guidebook  
FAA Federal Aviation Administration  
FAR Federal Acquisition Regulations  
FS Forest Service  
FTR Federal Travel Regulations  
GVW Gross Vehicle Weight  
GPM Gallons Per Minute  
GPS Global Positioning System  
HIGE Hover-In-Ground Effect  
HOGE Hover-Out-Of-Ground Effect  
IAT Interagency aviation training  
IBC Interior Business Center  
ICAO International Civil Aviation Organization  
ICS Intercom System  
IFR Instrument Flight rules  
IP Institute of Petroleum  
IPP Invoice Processing Platform  
MMSB Manufacturer’s Mandatory Service Bulletins  
NFPA National Fire Protection Association  
NTSB National Transportation Safety Board  
NWCG National Wildfire Coordinating Group  
OAS Office of Aviation Services  
PA Public Address System  
PA Pressure Altitude  
PFD Personal Flotation Device  
PIC Pilot-In-Command  
PPE Personal Protective Equipment  
PSD Plastic Sphere Dispenser  
PSI Pounds Per Square Inch  
PTT Push to Talk  
RFP Request for Proposals  
RPM Revolutions per Minute

SEAT Single Engine Air Tanker  
SFI Safety Foundation Incorporated  
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures  
TBO Time Between Overhaul  
TSO Technical Service Order  
UL Underwriter’s Laboratory  
USDA United States Department of Agriculture  
VFR Visual Flight rules  
VNE Velocity Never Exceed  
VOX Voice Activation  
VSWR Voltage Standing Wave Ratio

**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

**A1 Contract Requirement**

**ON-CALL SEATS – VARIOUS LOCATIONS**

The intent of the Government in this contract is to award multiple On-Call contracts to acquire single engine air tanker (SEAT) aircraft for the Bureau of Land Management (BLM) and the Bureau of Indian Affairs (BIA). Each aircraft line item requires a primary flight crew and a relief flight crew. Each aircraft module will consist of the aircraft, pilot, a fuel service/support vehicle (FSV/SSV), and driver(s). Fuel service vehicle (FSV) and a SEAT support vehicle (SSV) (or combination FSV/SSV), with driver(s) are a separate optional line item. The performance period for contracts awarded under this contract is one Base Year and four (4) option years.

It is important to note that aircraft, flight crews and ground crews under this contract will be part of the national response framework for the suppression of wildland fires and may be dispatched at the direction of the Government to locations throughout the Lower 48 States.

**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/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, one relief pilot with Level I or Level II endorsement, one FSV/SSV driver/operator and one relief driver/operator. Work Schedule will be 12 days on/2 days off.

**Reporting Locations:** Various throughout the United States, no designated bases per diem is incorporated into contractors bid.

**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.

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.

NOTE 1: All exhibits applicable to this contract 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

**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

**A2 Schedule for services and price/costs**  
**On-Call Single Engine Air Tanker**

<b>OFFEROR NAME</b>		
<b>Contractor Base of Operation</b>		<b>Use Periods</b> Date of Award or May 01, 2017, whichever comes first, through April 30, 2018 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 contract is required to be accompanied by a fuel service/support vehicle when ordered in the Lower 48 States.

<b>LIST OF AIRCRAFT</b>		
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 #	

<b>Rate Schedule for the Base Year of the Contract: May 01, 2017 – April 30, 2018</b>					
<b>Pay Item Descriptions</b>	<b>Pay Item Code</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>DAILY AVAILABILITY</b>	AV	30	DAY		
<b>FLIGHT HOURS (estimated)</b>	FT	120	HOUR		
Additional Pay Items (estimated special charges, Misc. costs, etc.) (See the rate table for Additional Pay Items)					<b>\$10,000</b>
ESTIMATED SUBTOTAL					

<b>Rate Schedule for Option Year One (1) of the Contract: May 01, 2018 – April 30, 2019</b>					
<b>Pay Item Descriptions</b>	<b>Pay Item Code</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>DAILY AVAILABILITY</b>	AV	30	DAY		
<b>FLIGHT HOURS (estimated)</b>	FT	120	HOUR		
Additional Pay Items (estimated special charges, Misc. costs, etc.) (See the rate table for Additional Pay Items)					<b>\$10,000</b>
ESTIMATED SUBTOTAL					

**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

<b>Rate Schedule for Option Year Two (2) of the Contract: May 01, 2019 – April 30, 2020</b>					
<b>Pay Item Descriptions</b>	<b>Pay Item Code</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>DAILY AVAILABILITY</b>	AV	30	DAY		
<b>FLIGHT HOURS (estimated)</b>	FT	120	HOUR		
Additional Pay Items (estimated special charges, Misc. costs, etc.) (See the rate table for Additional Pay Items)					<b>\$10,000</b>
ESTIMATED SUBTOTAL					

<b>Rate Schedule for Option Year Three (3) of the Contract: May 01, 2020 – April 30, 2021</b>					
<b>Pay Item Descriptions</b>	<b>Pay Item Code</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>DAILY AVAILABILITY</b>	AV	30	DAY		
<b>FLIGHT HOURS (estimated)</b>	FT	120	HOUR		
Additional Pay Items (estimated special charges, Misc. costs, etc.) (See the rate table for Additional Pay Items)					<b>\$10,000</b>
ESTIMATED SUBTOTAL					

<b>Rate Schedule for Option Year Four (4) of the Contract: May 01, 2021 – April 30, 2022</b>					
<b>Pay Item Descriptions</b>	<b>Pay Item Code</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>DAILY AVAILABILITY</b>	AV	30	DAY		
<b>FLIGHT HOURS (estimated)</b>	FT	120	HOUR		
Additional Pay Items (estimated special charges, Misc. costs, etc.) (See the rate table for Additional Pay Items)					<b>\$10,000</b>
ESTIMATED SUBTOTAL					
TOTAL ESTIMATED CONTRACT VALUE (YEARS 1-5)					

Under FAR 52.217-8, if exercised, the option year 4 pricing and terms would apply

**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

**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	EP	INDEFINITE	HOUR	\$ 54.00
B	Extended Standby - Driver	ET	INDEFINITE	HOUR	\$ 34.00
C	Additional Fuel Service Vehicle with Driver (C24.2)	SD	INDEFINITE	DAY	\$500.00
	Additional Driver/Loader Only (C24.3)	P01	INDEFINITE	DAY	\$350.00
C.	Fuel Servicing Vehicle Mileage (C24.5)	SML	INDEFINITE	MILE	\$ 2.45
D.	Retardant Labor during Unavailability Period (C24.4)	P01	INDEFINITE	DAY	\$350.00
E.	Mix, Test and Load Retardant (C24.6)	P55	INDEFINITE	GAL	\$ .20
F.	Contractor Miscellaneous Expenses (C24.7)	SC	INDEFINITE	EACH	Actuals

**A2.1 Funding will not be obligated under the Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Instead, the Contracting Officer will issue the contractor task orders as the need for services arise. Each task order will obligate funding for the payment of aircraft services.**

**A2.2 Minimum Guarantee/Maximum Quantity -The Minimum Guarantee under the contract, as required by contract clause 52.216-22, is (aircraft and equipment carding) during the Base year. The Maximum IDIQ will be a shared ceiling of 110M. Minimum guarantee will be met with the issue of the first task order during the base year.**

**A2.3 Exhibits that will be applicable under the contract are included at the end of Section C**

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**SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES**

Contracting Officer will complete at time of award and again when fuel adjustments are made

Requested and Effective Date This Adjustment		Type Aircraft	<input type="checkbox"/> Jet Fuel
Base Price	<b>\$4.44 per gallon</b>	Reference Price	
Effective Date	<b>05/01/2017</b>	Effective Date	
Source Document	<b>ORIGINAL CONTRACT</b>	Source Document	
Difference	\$ X consumption rate of		
Old Flight Rate		New Flight Rate	Increase Due
Re-established Base Price		Effective Date	

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

			<b>JET FUEL \$/GAL</b>
San Bernardino Airport (KSBD)	909-362-6068	San Bernardino, CA	3.28
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	4.74
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	3.75
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	4.60
Western Aircraft (KBOI)	208-338-1800	Boise, ID	4.72
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	4.20
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	5.78
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	4.89
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	4.05
	<b>Average</b>		<b>\$4.44 per gallon</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 contract.

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

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and 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 24 hours per day.

##### 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 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 for 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 manual 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

## SECTION B – TECHNICAL SPECIFICATIONS

electrostatic protection) including detailed procedures for any rapid refueling program.

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

B2.3.9 Continuity of operations. Procedures for when personnel, aircraft or equipment becomes unavailable.

B2.3.10 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.

B2.3.11 One complete (hard) copy of the Contractor's operations manual is required to be submitted with proposal 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.

### B2.4 Training Program Requirements

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 Operator's Training Program Exhibit 1 for the minimum requirements a training program must have.

B2.4.2 One complete (hard) copy of the Contractor's training program is required to be submitted with proposal and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract.

### **B3 Reserved**

### **B4 Contracts, Task Orders, and Modifications**

B4.1 The Contractor must maintain a complete, current copy of the contract, task orders, and modifications (if applicable) 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.

B4.3 Electronic copies of contracts and task orders may be used. However, the contractor is responsible for ensuring that the documents are uploaded on an appropriate viewing device (e.g., laptop or tablet), which must be charged and made available at the aircraft for reference by government representatives upon request. Further, the contractor must agree to hold the government harmless for any inadvertent or accidental damage to the device.

## **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 on either aircraft or fuel/support vehicle.

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 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	After landing
Before starting engines	Shutdown
Before takeoff	Emergencies:
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

B6.6.3 Each aircraft must carry a chart (in addition to loading charts found in the AFM) 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

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

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

B6.7.1 Offered Type 3 SEAT's 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 within 30 days of the annual OAS inspection AND every 30 days while performing on this contract including any extensions.

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 air/gas precharge system pressure in addition to the gate system hydraulic pressure prior to the first flight of the day. If the positive means of checking is an operational check, rather than a real time pressure gauge, the procedures for that operational check must be incorporated into the pilot's preflight checklist and the company's training program".

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.

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B6.8 Aircraft marking. The aircraft 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).

B6.9 Fire extinguisher(s), One handheld bottle, minimum 2-B-C rating must be mounted and accessible to the flight crew while seated. The fire extinguisher(s) must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers* or the Contractor’s operations manual.

### 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.nife.gov/NIICD/docs/avionics/FSAMD\\_A24E.pdf](http://www.nife.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 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 also be currently registered with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered, and include a 121.5 MHz homing beacon. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer.

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. Each transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One P25-compliant VHF-FM transceivers. Each 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. Each transceiver's operational controls must be located and arranged so that the pilot when seated, has full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.

B7.3.3.1 Each 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. Each 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 each transceiver must be 10 watts nominal value (original design specification). Each 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, at least one of the two transceivers 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.

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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.

B7.3.4 Reserved

7.3.5 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.

B7.3.6 Additional Telemetry Unit (ATU) (optional)

B7.3.6.1 Any ATUs offered must be powered by the aircraft's electrical system, be operational in all phases of flight, and meet the following requirements:

B7.3.6.2 The ATU must report tank door open, gallons dropped, and tank door close events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading), following the same data format as the AFF requirement. Depending on the tank system, additional data may be requested such as pump on/off and coverage level after ground speed adjustment.

B7.3.6.3 The ATU data must be available to the government in near real time. A subscription service must be maintained through the AFF equipment provider allowing AFF position reporting and ATU event data via the Government AFF program.

B7.3.6.4 Contact the AFF Program Manager for a list of systems known to meet ATU requirements.

B7.3.6.5. Prior to the annual OAS inspection of each aircraft, the Contractor must perform a test drop to ensure that all telemetry parameters specified above are functioning properly. The Contractor must present a hard copy printout showing this data at the

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS-I) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system **or** an aviation portable GPS unit (Garmin

## SECTION B – TECHNICAL SPECIFICATIONS

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

### B7.5 Audio Systems

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

### B7.6 Other Avionics

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

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, must be mounted in the SEAT-servicing vehicle (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 August 6, 2015, 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.

B7.6.3 The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of the contiguous 48 States. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The

Contractor must provide the number of the cellular telephone to Government personnel when requested.

B7.6.4 Automatic Dependent Surveillance-Broadcast (ADS-B) Out. Effective no later than January 1, 2020, each aircraft must be equipped to meet the requirements of 14 CFR 91.225.

### B8 Fuel Service Vehicle (FSV) / SEAT Support Vehicle (SSV) Requirements

B8.1 The Contractor must provide one SEAT Support Vehicle (SSV) for each line item (aircraft) awarded. The vehicle shall be stationed at the designated operating base, unless dispatched by the Government to other locations. The SSV may be combined with the fuel service vehicle (B8.2). If the SSV is a separate vehicle and does not transport fuel for aircraft, it must still meet the general vehicle requirements of B8.2.2 through B8.2.4.

B8.1.1 The FSV and SSV vehicles shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment. 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.

B8.1.1.1 Contractor trailers must be inspected in accordance with DOT Federal Motor Carrier Safety Administration (FMCSA) requirements in the past 12 months.

B8.1.1.2 A report must be prepared by the inspector that identifies the following:

- Name of individual performing the inspection
- Motor carrier operating the vehicle
- Date of the inspection
- Vehicle inspected
- Vehicle components inspected
- Results of the inspection, including components that did not meet minimum standards.
- Certification of accuracy and completeness of the inspection

B8.1.1.3 An original copy of the report must be kept on file with the towing vehicle or trailer for 14 months and must be available for inspection by Federal, State, or local officials.

B8.1.2 The SSV 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.

B8.1.3 The SSV must have hose couplers to accept water from Government equipment as follows:

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B8.1.3.1 One 1½-inch female National Hose Thread adapter to 2-inch and 3-inch male and female Kamlock couplers.

B8.1.3.2 One 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

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

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

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

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

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

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

B8.1.10 An operable refractometer must be carried on the SSV 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, <http://w.reichert.com/refractometers.cfm> or 716-686-4500.

B8.1.11 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. (Also see B20.9 for Pilot Requirements.)

### B8.2 Fuel Service Vehicle (FSV).

B8.2.1 The Contractor must provide one fuel servicing vehicle (FSV) (fuel truck and trailer combination is acceptable) for each line item (aircraft) awarded. The vehicle shall be stationed at the designated operating base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B8.2.2 Fuel servicing vehicles must meet 49 CFR Transportation requirements. .

B8.2.3 The vehicle must be a truck capable of transporting fuel over rough mountain roads and being operated at posted highway/freeway speeds. The vehicle manufacturer's maximum gross vehicle weight (GVW) must not be exceeded while operating on public roads and highways.

B8.2.4 The vehicle must be properly maintained, clean, and reliable with a functioning air conditioner for cooling the driver. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.2.5 The vehicle's tank(s) must have a capacity of a minimum of 6 hours of useable fuel for the make and model Aircraft operating on the contract based. The vehicle must be capable of carrying all equipment and contractor crew's overnight gear, and other items) necessary to support a lengthy assignment.

B8.2.6 A 10-gallon-per-minute (gpm) flow rate measured at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the aircraft being serviced.

B8.2.7 All fuel transfer pumps must be designed for dispensing fuel. Gasoline engines powering pumps must have a shielded ignition system with a flame and spark arresting exhaust system, and a metal shield between the engine and pump. The pump seals must be fuel compatible. Pump impellers should be non-sparking. ITT Marlow and Gorman Rupp manufactured UL listed pumps have the above listed attributes. Terminal connections on electrically-powered pumps must be insulated to prevent sparking in the event of contact with conductive material.

### B8.3 FSV Equipment.

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

B8.3.1 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. Fire extinguishers must be maintained in accordance with provisions contained in *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*.

B8.3.2 Tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area. The settling area plumbing shall be extended to the vehicle perimeter to allow contaminate removal without crawling under the vehicle. The sump 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

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with 49 CFR Part 172, including emergency response information.

B8.3.3 Fuel hose shall meet Energy Institute (EI) (formerly API) 1529 Aviation Fueling Hose and Hose Assemblies qualifications within 2 years of contract start. In service hoses changed for cause prior to the 2 year deadline shall be replaced with EI 1529 Type C hoses. Hoses with manufacturer’s “Aviation Fuel” markings are acceptable. Fuel dispensing hoses must be free of damage or cracks that expose underlying cord and kept in good repair.

B8.3.4 Both open port/splash and closed circuit fuel nozzles must include a 100-mesh or finer screen and a dust protective device. Open port/splash nozzle hold-open devices are not permitted. Closed circuit/underwing nozzles do not require bonding wires.

B8.3.5 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.

B8.3.6 Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing*.

B8.3.7 A sufficient supply of petroleum product absorbent pads or materials to absorb or contain a 10-gallon petroleum spill must be kept on hand. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.3.8 Fuel trucks/equipment performing pressurized/close circuit refueling must meet the dead man control/switch requirements of NFPA 407. For open port/splash 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.

B8.3.9 Rapid/hot refueling operations shall not be performed unless requested and approved by the Government. Equipment used for rapid refueling/hot refueling must meet all equipment requirements detailed in NFPA 407 Section 5-21. Government personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 feet of the aircraft refueling receptacle.

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

B8.4.2 The filter manufacturer’s operating, installation, and service manual must be carried in the fuel service vehicle. The contractor is responsible for ensuring compliance with the provisions of this service manual.

B8.4.3 The aviation fuel filtration system must meet the following contamination removal limits or be certified compliant with EI 1581 *Specifications and Qualifications Procedures for Aviation Jet Fuel Separators* or EI Specification 1583 *Laboratory Tests and Minimum Performance Levels for Aviation Fuel Filter Monitors*. 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

B8.4.4 Jet fuel additives are not recommended with fuel filter vessels that comply with EI 1583 specifications. (Water absorbent materials are compromised). Follow the manufacturer’s recommendations.

B8.4.5 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.

B8.4.6 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, Dual gauge installations must have a placard showing the max allowable differential pressure for their filter system. 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.

B8.4.7 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.

B8.4.7 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.

B8.5 Fuel Servicing Vehicle: Markings



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

B8.5.2 Each vehicle must be conspicuously and legibly marked to indicate the fuel grade/type. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type. Examples are: Jet-A white-on-black background or Avgas 100 white-on-green background.

### B8.6 Fuel Servicing Vehicle: Operations

B8.6.1 Fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating unless the aircraft is equipped with a dry-break refueling system and deadman control device. A manually operated valve does not meet the definition of a deadman control. 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.

B8.6.2 Government personnel must not be involved with refueling of contract aircraft in the Lower 48 States. However, Government personnel may be authorized to assist fueling operations in Alaska.

B8.6.3 All fueling operations are to be conducted in a secure area without presenting undue hazards to other aircraft or personnel.

B8.6.4 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 primary pilot’s schedule will be 12 days on and two days off, unless directed otherwise by the COR.

B9.1.1 The Contractor must provide a qualified relief pilot that is available to perform duties on the primary pilot’s scheduled days off.

B9.1.2 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.

B9.1.3 For purposes of this contract, pilots will be referred to as the following:

**Primary Pilot – (required)** A Pilot assigned to a specific aircraft on a specific contract. Normally, the primary pilot will staff an aircraft all of the time that flight and duty limitations will allow. The Contractor may choose to cover an aircraft with more than one primary pilot. Costs associated with providing a primary pilot must be included in the basic availability rate.

**Relief Pilot – (required)** A pilot assigned to staff an aircraft when the primary pilot is not available.

### 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 COR’s discretion.

#### B10.2 Minimum PIC Qualifications.

The Contractor must provide a pilot-in-command who meets the following minimum qualifications and who possesses the required certificates and evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 A FAA commercial pilot certificate or higher with airplane category, single engine land class and instrument airplane rating.

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

B10.2.3 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.

B10.2.4 Meet the requirements of 14 CFR Part 137.53.

B10.2.5 The Contractor must submit an experience resume for each pilot offered for approval at time of inspection after award of contract. The resume must include the names and pilot addresses of past employers, substantiation of related type and typical terrain flying, and any and all accidents involving aircraft. The information must be submitted on form OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval (with supplements if requested).

B10.2.6 For a pilot-in-command that has not been previously inspected and approved by the DOI OAS or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot’s flight time qualifications and experience. The COR will provide the Contractor an OAS-64C form to document this

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verification. This will be required prior to pilot inspection by DOI, OAS.

B10.2.7 Pilot-in-command pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

(a)	1,500 hours...total in all aircraft.
(b)	1,200 hours...in airplanes.
(c)	200 hours...airplane single engine land.
(d)	25 hours in the same make and model to be flown.
(e)	200 hours...of low-level flight (below 500 feet AGL) in airplanes. This must include at least 100 hours dispensing fire retardant, water on fires, or agricultural materials.
(e)	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.
(g)	100 hours...in airplanes in the last 12 months.
(h)	10 hours...in airplanes in the preceding 60 days.
(i)	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:

- All pilots - Annual company aircraft training program as described in B2.4 of this contract. This training is required to be completed in full for each company the pilot works for (maximum 2).
- All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), <http://www.iat.gov>).
- 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.
- 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 primary pilots may be designated as Level I or Level II. Pilot levels are described below and are based on the criteria shown:

B10.5.1 Level II. Pilots are permitted to fly missions (1) without aerial supervision or an approved Level I Pilot Trainer in the fire traffic area with themselves plus one other aircraft, (2) with aerial supervision or an approved Level I Pilot Trainer in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II criteria: The pilot must:

- Meet the experience requirements of B10.1 through B10.2.7
- Exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission,
- Understand the principles of making fire suppressant material drops under diversified terrain and flight conditions,
- Consistently make accurate drops, and
- Have successfully completed all applicable elements of B10.4.

B10.5.1.2 Level II pilots must make it known to the aerial supervisor prior to entering the fire traffic area of the fact that they are a level II pilot. When no aerial supervision is on scene they must notify the incident commander. If no aerial supervisor or incident commander is present notify other aircraft on the fire and/or broadcast in the blind that they are a level II.

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 NAFA II or the SEAT Academy, operated as a Level II pilot for 1 calendar year, and successfully flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or leadplane 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 leadplane pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or leadplane pilot

## SECTION B – TECHNICAL SPECIFICATIONS

as qualified.) Documentation and request for upgrade must be submitted to the COTR for approval.

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT or single engine water scooper contract, approved cooperater agency SEAT or single engine water scooper 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 or single engine water scooper pilot occurs, that pilot will revert back to Level 2 status until all Level I 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 flight evaluation. Thereafter, Level II pilots must pass a recurrent mission flight evaluation every 12 months. Level I pilots must pass this recurrent mission flight evaluation every 36 months.

B10.6.1 Flight evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an Office of Aviation Services pilot inspector or designee. The PTS is available online at: <http://oas.doi.gov/library/handbooks/IAPracticalTestStandards.pdf>.

B10.6.2 Flight evaluations must be in the same make and model as the contract aircraft.

B10.6.3 The Contractor must supply the aircraft for the flight evaluation at no expense to the Government.

### B10.7 Pilot Training Options

B10.7.1 The contractor may submit a written request to the Contracting Officer Representative requesting approval to exercise a training option. If the Government concurs, the Contractor must designate a highly experienced approved Level I SEAT pilot as a “Level I Pilot Trainer” for the purposes of training a new or current Level II pilot. The new or Level II pilot must be designated as a “Trainee” pilot. The designated “Level I Pilot Trainer” and “Trainee” pilot must be specifically approved as such by the COR prior to conducting any training operation.

B10.7.1.1 “Level I Pilot Trainer” must have the following minimum qualifications:

B10.7.1.2 Qualified for 3 years as a DOI approved Level I pilot.

B10.7.1.3 500 hours PIC in SEAT operations.

B10.7.1.4 Hold a current Certified Flight Instructor Certificate with an Airplane Single Engine rating.

B10.7.1.5 “Trainee” pilot must meet all the minimum qualifications set forth in B10 for a Level II pilot.

B10.7.2 Utilization of the second seat in an AT802 to supplement the training of a new or Level II pilot in SEAT operations: This option allows a trainee to be on board a SEAT for training purposes. The “Level I 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. Fire missions performed as a second seat “Trainee” will not count toward the 25 missions required in B10.5.2.2.

B10.7.3 Utilization of two aircraft operating in tandem to supplement the training of a Level II pilot in SEAT operations:

B10.7.3.1 This option allows a Level II pilot to be paired with and supervised by a “Level I Pilot Trainer”.

B10.7.3.1.1 When paired a Level II pilot may operate in the fire environment airspace concurrently with multiple aircraft without aerial supervision. The “Level I Pilot Trainer” must keep the “Trainee” in visual contact at all times when operating in the fire environment airspace concurrently with multiple aircraft without aerial supervision.

B10.7.3.4 All other Level II privileges and limitations remain in effect.

### 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(s) must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B11.1.2 The pilot(s) 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 government if they become fatigued prior to reaching the duty day limit.

## SECTION B – TECHNICAL SPECIFICATIONS

### 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 are 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.

B11.2.4 Pilot flight time computations will in accordance with 14 CFR Part 1.1. (See C22)

### B12 Personnel Duty Limitations

B12.1 The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12.2 Federal agencies may issue a notice reducing the length of personnel duty days, flight hours 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 Fuel Servicing/Support Vehicle Driver Requirement and Qualifications (When FSV is Required)

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

### B15 Fuel Servicing Vehicle Driver Duty Limitations

B15.1 The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

B15.2 The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B15.3 The fuel servicing vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B15.4 Relief or substitute fuel servicing vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

## OPERATIONS

### B16 Pilot Authority and Responsibility

The Contractor must ensure that the pilot-in-command is responsible for (1) operating the aircraft within its operating

## SECTION B – TECHNICAL SPECIFICATIONS

limits and (2) the safety of the aircraft. The contract pilot-in-command:

B16.1 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.

B16.2 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 determine whether the flight can be accomplished safely and must refuse any flight, takeoff, landing or drop that is considered hazardous or unsafe.

B16.3 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the COR or their authorized representative.

B16.4 Is responsible to determine that all maintenance discrepancies have been cleared prior to flight in accordance with the contractor's required operations manual and this contract.

B16.5 Is responsible for determining the aircraft's operating weight and center of gravity 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):

B16.5.1 Empty weight of the aircraft (in the required configuration).

B16.5.2 Flight crew with required personal protective equipment.

B16.5.3 Necessary flight kit materials.

B16.5.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B16.5.5 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.

B16.5.6 All equipment required by sections B5, B6, and B7 of this contract.

B16.5.7 Other Contractor parts and supplies carried on board the aircraft.

B16.6 Must do performance calculations which include: Takeoff and landing distances required vs. runway available.

**Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).**

B16.7 A record of the load calculation for each flight is required. The record must be retained by the pilot for at least 30 days and must be made available to the government upon request. This record must account for all items listed in B19.6.1 through B19.6.7 and document pressure altitude and temperature conditions used for the calculation.

B16.8 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 company 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 authorized 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.

B16.8.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they hold an airframe and powerplant rating or if they are performing preventative maintenance in accordance with paragraph B16.8.

B16.8.2 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.

B16.8.3 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.

B16.9 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

### **B17 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with applicable FAA

## SECTION B – TECHNICAL SPECIFICATIONS

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:

B17.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B17.2 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.

B17.3 SEAT pilots must fly traffic patterns in accordance with 14 CFR 91.

B17.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required except when engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply. Minimum altitude between the airport operations area and fire operations area is 500 feet AGL.

B17.5 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.**

B17.6 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.

B17.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B17.8 The pilot must remain at the aircraft's flight controls when the engine is operating.

B17.9 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.

B17.10 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.

B17.11 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.

B17.12 Aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

B17.13 All pilots must be proficient when they arrive at the reporting location. Relief pilots may arrive one day before their duty day to become proficient.

B17.13.1 Aircraft may be released to the Contractor for pilot proficiency flights at no cost to the Government if approved in advance by the Government representative. The Contractor will not be charged unavailability for these flights. (These flights are not MCTFs.)

### B18 Security of Aircraft and Equipment

B18.1 The Contractor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B18.2 Physical aircraft security. Any aircraft used under this contract 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

### B19 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.

## SECTION B – TECHNICAL SPECIFICATIONS

B19.1 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.).

B19.2 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. Use of military approved helmets is highly encouraged.

B19.3 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.

B19.4 Pilots must wear, all leather boots or non-leather boots that meet military standards for aviation use, 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. See DOI's ASLE handbook for non-leather boot options (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>)

B19.5 Pilots must wear leather, polyamide, or aramid gloves.

B19.6 Pilot must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

### **B20 Fuel and Servicing Requirements**

B20.1.1 Government fuel is provided for operations in Alaska. However, if no Government fuel is available, the Contractor shall be capable of purchasing fuel with the understanding that the Government will reimburse the Contractor for the fuel purchased. 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).

B20.1.2 Contractors must ensure that bulk fuel obtained directly from distributors also meets the specifications of B19. The Contractor must keep the fuel delivery ticket through the period.

B20.1.3.1 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.

B20.1.4 The Contractor is responsible for maintaining and securing the fuel storage and fueling facilities.

B20.1.5 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).

B20.1.6 In accordance with the filter manufacturer's recommendations, fuel must pass through a filtering system as outlined in Section B8.

B20.1.7 Reserved

B20.1.7.1 Reserved

B20.2 Operations. The Contractor must ensure that:

B20.2.1 Fuel servicing must not be performed on fixed wing aircraft while an onboard engine is operating 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.)

B20.2.2 In the Lower 48 States, 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. In Alaska, Government personnel may be authorized to refuel at Government-provided fuel sites.

B20.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## **AIRCRAFT MAINTENANCE REQUIREMENTS**

### **B21 General - Maintenance**

B21.1 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

## SECTION B – TECHNICAL SPECIFICATIONS

CFR 91.405 must be used to accomplish continued airworthiness inspections.

B21.2 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.

B21.2.1 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.

B21.2.2 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

B21.3 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 valued and the aircraft approved for use on a case-by-case basis. The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program.

B21.4 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.

B21.4.1 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.

### **B22 Airworthiness Directives (ADs), Manufacturer's Mandatory Service Bulletins (MMSBs), Service Letters (SL) and additional maintenance requirements.**

B22.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B22.2 The Contractor must provide and make available a list of "issued" MMSBs and FAA ADs identifying all those that are applicable and non-applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required.

B22.3 Before the contract start date, the following Service Letters (SL) must be complied with. Air Tractor SL-129A, SB-129B, SL-180A, SL-217B, SL-266, SL-299, SL-300, including all applicable FAA Special Airworthiness Information Bulletins (SAIB) issued before and during the contract period.

B22.4 All other aircraft manufacturers must comply with Service Letters (SL) that pertain to their aircraft before contract start date. All applicable FAA Special Airworthiness Information Bulletins (SAIB) issued before and during the contract period.

Note: Air Tractor SL-266 repetitive 100 hour inspection must be complied with at a reduced interval of 50 hours.

### **B23 Manuals/Records**

B23.1 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.

B23.2 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.



## SECTION B – TECHNICAL SPECIFICATIONS

### **B24 Maintenance**

B24.1 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.

B24.2 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.

B24.3 Routine maintenance must be performed before or after the daily use or as approved by the Contracting Officer's Representative (COR).

B24.4 All fire extinguishers must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*

### **B25 Maintenance Test Flight**

B25.1 The Contractor must, at their own expense, perform a functional maintenance check flight 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.

B25.2 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B26 Time Between Overhaul (TBO) and Life-Limited Parts**

B26.1 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.

B26.2 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.

B26.3 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.

### **B27 Weight and Balance**

B27.1 The aircraft must be weighed in contract configuration within the previous 60 months and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. This includes the changing of the aircraft gate system to a different IAB approved gate system.

B27.2 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.

B27.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**SECTION C-CONTRACT TERMS AND CONDITIONS**

**C1 CONTRACT CLAUSES**

All Offerors must comply with the following FAR, DIAR, and AQD provisions and clauses which apply to this acquisition:

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/Far/>

**FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <https://www.acquisition.gov/Far/>

***Provisions and Clauses Incorporated By Reference***

Clause	Title	Date
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-4	Printed or copied Double-sided on recycled paper	May 2011
52.204-7	System for Award Management	Jul 2013
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	Oct 2015
52.204-13	System for Award Management Maintenance	Jul 2013
52.204-15	Service Contract Reporting Requirement for Indefinite-Delivery Contracts	Jan 2014

52.204-16	Commercial and Government Entity Code Reporting	Jul 2016
52.204-17	Ownership or Control of Offeror	Nov 2014
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-2	Prohibition On Contracting With Inverted Domestic Corporations-Representation	Nov 2015
52.212-1	Instructions to Offerors—Commercial Items	Oct 2015
52.212-4	Contract Terms and Conditions - Commercial Items	May 2015
52.214-4 Alt 1	Contract Terms and Conditions – Commercial items	May 2014
52.215-1	Instructions to Offerors	Jan 2004
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-25	Affirmative Action Compliance	Apr 1984
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	May 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions relating to Iran-Representation and Certifications	Oct 2015
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-4	Applicable Law For Breach Of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.246-25	Limitation of Liability-Services	Feb 1997
52.253-1	Computer Generated Forms	Jan 1991
1452.226-70	Indian Preference	Apr 1984

**SECTION C – CONTRACT TERMS AND CONDITIONS**

1452.226-71	Indian Preference Program	Apr 1994
1452.228-71	Aircraft and General Public Liability Insurance	Mar 1989

***Clauses Incorporated by Full Text***

**52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

**52.212-4 Contract Terms and Conditions – Commercial Items-Addendum**

52.212-4(a) Inspection/Acceptance-The following is added:

Inspection Scheduling and Process. After contract award and exercise of each option the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government and the contractor. The inspection will be scheduled to commence as early as 60 calendar days and not later than three business days prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through

Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

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

The Contractor must notify the CO, the COR, and the COTR when an action has been imposed by the FAA on the operator's certificate or on any pilot or aircraft carded under this contract. The Contractor must also notify the COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).

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

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

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

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

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

Equipment.

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.

Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### Personnel.

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

The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

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

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

Low-level flight (within 500' of the surface)

Resource reconnaissance

Fire reconnaissance

Water/retardant application

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

### Substitute Personnel, Aircraft, or Equipment.

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

inspections of pilot substitutes to the COTR seven days prior to the scheduled arrival at the site. **Requests for aircraft substitution must be submitted to the CO for approval prior to inspection. The CO may issue a bilateral modification prior to submitting a request to the COTR for inspection scheduling.** Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule.

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

The Government may charge the Contractor for the cost of any substitute inspections in accordance with the Section

### Re-inspection Expenses.

The Contractor must be liable for all Government incurred re-inspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.

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.

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(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 Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

## SECTION C – CONTRACT TERMS AND CONDITIONS

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (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).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (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 (Oct 2015) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

## SECTION C – CONTRACT TERMS AND CONDITIONS

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (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 Items (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (49) 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).

\_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f).

\_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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\_\_\_ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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, 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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition

threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$700,000 (\$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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 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).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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.

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

The Government contemplates award of an indefinite delivery / indefinite quantity type contract(s), of which firm, fixed price task orders will be issued.

### 52.216-18 Ordering (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, and followed up by email, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### 52.216-19 Order Limitations (OCT 1995)

"(a) *Minimum order.* When the Government requires supplies or services covered by this contract, a minimum of one Government-provided aircraft, fuel service vehicle, and pilot inspection as described in (52.212-4 Contract Terms and Conditions – Commercial Items-Addendum). The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract."

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

(1) Any order for a single item in excess of the estimated amounts cited in the requirements of Section A.

(2) Any order for a combination of items in excess of the estimated amounts cited in the requirements of Section A 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 paragraph (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.



## SECTION C – CONTRACT TERMS AND CONDITIONS

### 52.216-22 Indefinite Quantity (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 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.

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

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

### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years and six months**.

### 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; or

(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.

Contracting Officer's Technical Representative (COTR).

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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.

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.

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

BLM Aviation Safety Advisor

BLM Aviation Safety Advisor may at any time conduct assurance reviews with company employees performing on the contract. Reviews will be based on SMS plan as required in contract. (See C10.3).

### AQD 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% recycled white paper to meet the intent

of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

### AQD Limitation on Subcontracting Report - Alternate I (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of the Indefinite Delivery Indefinite Quantity (ID/IQ) contract performance. The report shall be submitted for the period beginning on the date of Indefinite Delivery Indefinite Quantity (ID/IQ) contract through the first of the month (June or December) to include all awarded Task/Delivery Orders, and shall be in the following format:

- Date of Report:
- Period Being Reported: Date of Indefinite Delivery Indefinite Quantity (ID/IQ) Contract Award through \_\_\_\_\_.
- Total Task/Delivery Order Costs\*:
- Total Task/Delivery Order Costs\* Performed/Provided by Prime:
- Total Task/Delivery Order Costs\* Subcontracted:
- Percentage Performed/Provided by Prime:
- Percentage Performed/Provided by Subcontractors:
- Certified By:
- Date Certified:

If the Contractor's costs\* are below the minimum performance measures stipulated at FAR 52.219-14, the Contractor shall provide a detailed mitigation plan on how it is going to cure its failure to comply with 52.219-14. This mitigation plan shall be provided to both the Small Business Administration and the Contracting Officer. The Contracting Officer will evaluate the plan to assess the adequacy. This clause does not limit the rights and remedies of the government under other contract clauses, including but not limited to the default or termination provisions of the contract.

\* As stipulated in FAR 52.219-14

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### C2 Aircraft Use Report

C2.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form or other form as directed by the CO. 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 or other form as directed by the CO. Hard copies of the signed OAS-23/23E are to be uploaded / attached to the electronic report created in the electronic system.

C2.2 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

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electronically to the applicable Aircraft Use Report or other form as directed by the CO. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C2.3 Aircraft Use Reports or other form as directed by the CO are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C2.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission or other form as directed by the CO.

### **C3 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 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) or other form as directed by the CO 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.

### **C4 Contractor Personnel Security Requirements**

C4.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.2 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.

### **C5 Aircraft Insurance**

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

### **C6 Vendor Onboarding Procedures**

The Government reserves the right to announce a new competition (Onboarding) for the purpose of adding additional small business, multiple award, indefinite delivery, indefinite quantity (IDIQ) contract holders. Onboarding procedures may be implemented at any time over the life of the contract by reopening the competition and utilizing the same basis of award established in the original solicitation (D16PS00512). The Government customers will initiate the need for additional contract holders by contacting the Administrative Contracting Officer (ACO). The ACO will then assess the need for additional support. Should additional support be required, the ACO will publicize a notice in FedBizOpps and FedConnect, issue a solicitation amendment, and complete an evaluation in the same manner as the initial solicitation (D16PS00512). Contracts awarded via this Onboarding procedures will include the same terms and conditions as those in the initially awarded contracts. Neither the overall period of performance nor the ceiling of the basic contract will be revised as a result of implementing the Onboarding procedures.

### **C7 Property and Personal Damage**

C7.1.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

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C7.1.2 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.

C7.1.3 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.

C7.1.4 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.

C7.1.5 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.

C7.1.6 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.

### C7.2 Contractor's Environmental Responsibilities

C7.2.1 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.

C7.2.2 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.

C7.2.3. 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.

C7.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C7.2.5. 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.

### C8 Contractor Performance Assessment Reporting System (DEC 2015)

(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 (CO) 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 (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) 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 <https://www.cpars.gov/>.

(e) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

(i) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

(ii) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

(iii) All information provided should be reviewed for accuracy prior to submission.

(iv) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

(v) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

(vi) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government

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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."

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

(i) 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 CO for instructions.

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

(iii) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award 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 CO 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 60-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.

### C9 Pre-work Meeting

A pre-work 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. 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.

## ADMINISTRATIVE MATTERS

### C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel.

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

C10.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or

whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C10.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

### C10.2 Suspension of Pilot

C10.1 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.

C10.2 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.

C10.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C10.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot's suspension will continue until the OAS ASM and carding authority determines that no further suspension is required. The Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency if the investigation fails to support a pilot's return to service.

### C11 Safety and Accident Prevention

C11.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C11.1.1 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).

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C11.1.2 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.

C11.2 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.

C11.3 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 must 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 and as identified in the Section C Exhibit entitled - Safety Management System (SMS) Plan/Safety Program.

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C11.3.1 Contractor employees working under this contract must be familiar with the SMS plan and complete training in accordance with the SMS plan requirements. An OAS designated Aviation Safety Advisor may at any time conduct assurance reviews with contractor employees performing on this contract to ensure they are familiar with the company's SMS plan.

C11.3.2 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.

C11.3.3 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibit

### C12 Mishaps

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.

### C12.1 Mishap Definitions.

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

C12.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident  
Fatal Injury  
Incident  
Operator  
Reportable Incident  
Serious Injury  
Substantial Damage

C12.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.1.4 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.

C12.1.5 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.

C12.1.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C12.1.7 SafeCom (<https://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 OAS-34 or FS 5700-14).

### C12.2 Mishap Reporting.

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

C12.2.1 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

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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.

C12.2.3 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C12.2.4 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C12.2.5 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.

C12.2.6 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C12.3 Forms Submission.

C12.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C12.3.2 The Contractor must submit a "SafeCom" to the OAS 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 the above internet site. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom". Hard copy documents can be mailed or faxed to:

The Department of the Interior, OAS  
ATTN: Aviation Safety Manager (ASM)  
300 E. Mallard Drive, Suite 200  
Boise, ID 83706-3991  
Fax: 208-433-5007

C12.4 Pilot Suspension.

See Suspension of Pilot clause C9.2

C12.5 Preservation Requirements.

C12.5.1 Preservation Requirements. 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 NTSB. Following release by the NTSB, the OAS ASM, CO or other authorized agency representative may retain or release the aircraft. Permitted exceptions to this requirement are when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO when taking such actions.

C12.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C12.6 Mishap Investigations

C11.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C12.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C12.7 Costs Related to Investigation.

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

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C12.8 Rescue and Salvage Responsibilities.

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

### C13 Economic Price Adjustment - Fuel

C13.1 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.

C13.2 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.

C13.3 Base Price. The base price will be the average of the commercial fuel price obtained by the Government for the specific fuel type at the specified Fuel Source Locations identified in Section A, Requirements and Prices

C13.4 Reference Price. The reference price is the 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 bilateral modification to the contractor once the new flight rates are established.

C13.5 Flight Rate Adjustment. Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the **Fixed Wing Fuel Consumption Chart** Exhibit. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up. 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

C13.6 The hourly flight rate will be adjusted upward by the CO in a bilateral 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.

C13.7 The hourly flight rate will be adjusted downward by the CO in a bilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent lower than the current Commercial Fuel Price at the Fuel Source Locations identified in the Fuel Adjustment Table in Section A.

C13.8 Fuel price adjustments are subject to review by the CO at the exercise of the option periods during the contract period. The revised Base Price will remain in effect for the duration of the contract, including option years.

C13.9 The effective date of the flight rate adjustment will be stated on the bilateral modification signed by the CO. All flight hour adjustments will be made in AMS or equivalent program based upon the effective date stated in the modification.

### C14 Add/Remove Aircraft/Equipment After Contract Award

After contract award and initial inspection, the Contractor may request in writing to the CO to add aircraft(s)/equipment during the month of December each year. The aircraft(s) requested to be added must be of equal or greater performance capability as the aircraft originally awarded. The optional accessory or miscellaneous equipment must be the same equipment listed in Section A, Requirements and Pricing. It is at the Government's discretion as to whether additional aircraft(s)/equipment will be added to the contract. Each request will be evaluated by the DOI based on needs and if the price offered is fair and reasonable. The CO will make the final determination to add aircraft(s)/equipment to a contract through a bilateral modification. The request to remove aircraft can be done anytime during the contract period.

#### C14.1 Add Aircraft

C14.1.1 Same make, model and series may be offered at the same price as originally awarded and identified in the contract.

C14.1.2 Different make, model and series may be offered with the submission of the Contractors bid price(s). Offered prices must be evaluated by the CO to be competitive and determined to be fair and reasonable.

C14.1.3 The written request to add an aircraft(s) must include a signed copy of the Add/Remove Aircraft/Equipment Request Form (See Exhibit 11, Section C) and a copy of the Aircraft Questionnaire (Exhibit E-2) of the solicitation. The required documents shall be submitted to the Contracting Officer.

The contractor shall be responsible for contacting the COTR for scheduling an inspection (C1 52.212-4(a) Inspection/Acceptance) after you have received confirmation from the CO that the aircraft will be added.

#### C14.2 Add Equipment

C14.2.1 The written request to add Optional accessory and miscellaneous equipment must include a signed copy of the Add/Remove Aircraft/Equipment Request Form (See Exhibit 18, Section C).

#### C14.3 Remove Aircraft(s)/Equipment

C14.3.1 The removal of either aircraft or equipment can be done at any time during the contract period. The written request shall be done by signing the Add/Remove Aircraft/Equipment Request Form (See Exhibit 18, Section C) and submitted to the Contracting Officer.

C14.3.2 If the contractor returns a leased aircraft or sells an aircraft on contract, the contractor is required to notify the



## SECTION C – CONTRACT TERMS AND CONDITIONS

Contracting Officer and the COTR within 30 days of the action. To remove an aircraft after award, the Contractor must request in writing to the CO by submitting a signed copy of the Add/Remove Aircraft/Equipment Request Form. (See Exhibit 18, Section C)

### CONTRACT PERIOD AND RENEWAL

#### C15 Contract Period

The contract base will be from date of award through February 28, 2018, unless otherwise extended as allowed herein.

**Option Year 1 March 01, 2018 through Feb 28, 2019**

**Option Year 2 March 01, 2019 through Feb 28, 2020**

**Option Year 3 March 01, 2020 through Feb 28, 2021**

**Option Year 4 March 01, 2021 through Feb 28, 2022**

#### C16 Orders for Services

C16.1 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.

C16.1.1 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.

C16.1.2 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.

C16.1.3 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.

C16.1.4 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.

C16.1.4.1 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.

C16.2 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. The minimum guarantee will be satisfied via issuance of a not-separately-priced task order against each contract award, which orders the contractor to make all required items available for inspection.

C16.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc.

C16.3 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 off contract. If a contractor is reassigned and not released, they shall continue to use the same task order until such time they are released off contract. 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 C15 for Ordering Offices and Resource Order information.

C16.4 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.

#### C17 Authorized Ordering Official

C17.1 Orders for pre-priced services may be placed only by a government employee within the authorized organizational components identified below, in addition to 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:

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

C17.2 Contractor is responsible for submitting a copy of the resource order that was used to initially order the aircraft with the first set of AUR's that are submitted for payment.

### AVAILABILITY REQUIREMENTS

#### C18 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.

C18.1 **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. Travel/commuting for purposes of reporting to and from work or traveling to and from a lodging site do not fall within the definition of standby as provided in this contract. 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.

#### C18.1 **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.

#### C19 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:

C19.1 **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.

C19.2 **Alert.** After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C19.3 **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/PI has approved in advance release of the Contractor's personnel.

#### C20 Maintenance During Availability Period

C20.1 The COR or PI may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR/PI may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C20.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR/PI, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C20.3 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.

#### C21 Unavailability and Damages

C21.1 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 PI, that they are available and the COR is satisfied that all the conditions below have been met.

C21.1.2 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.

C21.1.3 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 (C21). 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.

C21.2 During periods of Contractor unavailability, the CO 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.

C21.3 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 PI of the situation immediately.

### MEASUREMENT AND PAYMENT

#### C22 Daily Availability

C22.1 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, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C22.2 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.

#### C22.4 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.

#### C23 Flight Time

C23.1 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.

C23.1.1 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.

C23.1.2 For purposes of this contract: "...when the aircraft comes to rest after landing..." is defined as the time at which the aircraft comes to a stop for the purpose of parking and shutting down the engine. Taxi time and time spent hot loading or hot refueling is considered flight time. Engine cool down time after the airplane comes to a stop for the purpose of parking is NOT flight time.

C23.1.3 Elapsed flight time will be measured in hours and tenths/hundredths of hours.

C23.2 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.

C23.3 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.

C23.4 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.

C23.5 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.

C23.6 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.

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C23.7 Flight time will be paid for the initial mobilization and final demobilization as defined in paragraph C23.

### C24 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.

C24.1 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.

C24.2 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.

C24.3 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.).

C24.4 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.

C24.4.1 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.

C24.5 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.

### C25 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, and in accordance with FAR 52.212-4 Alt I. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C25.1 Subsistence Allowance. The Contractor will **NOT** be paid for any subsistence allowance (lodging and/or meals) for any authorized crewmember's overnight stay.

C25.1.2 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.

C25.2 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 Additional FSSV with driver. Extended standby does not apply.

C25.3 Additional Driver/Loader 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.

C25.3.1 A 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.

C25.4 If the Contractors 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.

C25.5 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.

C24.5.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals.

C25.5.2 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.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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

**C25.5.3** 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.

**C25.5.4** 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.

**C25.5.5** Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (automobile) at the government FTR rate (currently .54 cents); and Contractor aircraft and/or privately owned aircraft at the government FTR rate (currently \$1.17 rate per statute mile), (see <http://www.gsa.gov/portal/content/100715> for current Federal Travel Regulation rates). If wanting to utilize a chartered aircraft (aircraft rented for hire), authorization may be given only by the CO at the beginning of the Fire Season. The expense or 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).

**C25.6** Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants from the contractor's fuel service vehicle/trailer into other contractor's aircraft, the contractor will be paid a per gallon flowage fee at the rate specified in Section A. This does not apply when government equipment is used to load aircraft.

**C25.7** 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 contractors base of operations may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs), truck permits at ports-of-entry, and ATU's (see B7.3.6). The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

**C25.8** 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.

**C25.9** Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

**C25.9.1** Aircraft shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

**C25.9.2** 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.

**C25.9.2.1** 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.

**C25.9.3** 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

**C25.10** Fuel Supply Expense in the Lower 48 states. The Contractor is responsible for the cost of all fuel required for contract performance when in the Lower 48 states. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

**C25.10.1** 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.

**C25.10.2** Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

**C25.10.3** Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

### **C26 Government Miscellaneous Charges**

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

### **C27 Exhibits**

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

#### Section B

- 1 Training Program for Airtankers and Scoopers
- 2 Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 3 High Visibility Paint Schemes

## SECTION C – CONTRACT TERMS AND CONDITIONS

- 4 Recognized Airplane Mountain Training Flying Schools
- 5 Fuel Consumption Rates

### Section C

- 6 Statement of Equivalent Rates for Federal Hires
- 7 Department of Labor Wage Determination Information
- 8 Unavailability Conversion Chart
- 9 Transportation Worksheet
- 10 Safety Management System (SMS) Plan/Safety Program
- 11 Add/Remove Aircraft/Equipment Request Form

## SECTION C – CONTRACT TERMS AND CONDITIONS

### EXHIBIT 1

#### 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:**

- I. Written curriculums for each type aircraft/vehicle and personnel position.
  - A. Pilot training curriculum.
    1. Initial.
    2. Recurrent.
  - B. Instructor Pilot training curriculum.
    1. Initial.
    2. Recurrent.
  - C. Fuel/support vehicle operator training curriculum.
    1. Initial.
    2. Recurrent.
- II. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
  - A. Basic indoctrination.
    1. Duties and responsibilities
    2. 14 CFR 91 and 137
    3. Content of operation manual
    4. Content of Government contract
  - 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

### Training Program Requirements for Airtankers and Scoopers (continued)

#### C. Aircraft Ground

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

#### D. Emergency

1. Equipment/personal protective equipment (PPE)
2. First aid/survival
3. Emergency egress, water ditching and survival (when applicable)
4. Review of related accidents

#### E. Flight

1. Preflight inspection
2. Mixing/loading retardant  
(when applicable)
3. Starting
4. Taxi
5. Before takeoff checks
6. Takeoff
7. Climb
8. Slow flight and stalls
9. Mountain and low level
10. Fire Communications  
Procedures
11. Fire Traffic Area Procedures
12. Responsibility for Aircraft  
Separation
13. Lead Profiles
14. Drop procedures
15. Emergency dump
16. Inadvertent instrument  
meteorological condition  
(IMC)
17. Emergency procedures
18. Descent
19. Landing
20. Post-flight



## SECTION C – CONTRACT TERMS AND CONDITIONS

### F. Qualification and checking.

1. Minimum pilot qualifications
2. Knowledge examinations
3. Company flight check

### III. Each *initial* and *recurrent* instructor pilot training curriculum must have at least the following curriculum segments and modules within each segment:

#### A. Ground Training

1. Duties and responsibilities.
2. The operator's policies and procedures.
3. Methods, procedures, and techniques for conducting required instruction.
4. Seat-dependent tasks for the specific aircraft.
5. Crew Resource Management (CRM) concepts and vocabulary.
6. Appropriate corrective actions for unsatisfactory performance in training.
7. Guidelines and safety measures for emergency situations likely to develop in conducting the required normal, abnormal, and emergency procedures in an aircraft.
8. The consequences of improper or untimely safety measures.

#### Training Program Requirements for Airtankers and Scoopers (continued)

#### B. Flight Training

1. Enough flight training and practice in conducting training from the front and rear pilot seats using the required normal, abnormal, and emergency procedures to ensure the individual's competency in conducting the required flight training when utilizing a tandem seat aircraft, or;
2. Enough flight training and practice in conducting training from another aircraft using the required normal, abnormal, and emergency procedures to ensure the individual's competency in conducting the required flight training when utilizing two separate aircraft.
3. Guidelines and safety measures for emergency situations likely to develop in conducting the required normal, abnormal, and emergency procedures in an aircraft.
4. The consequences of improper or untimely safety measures.

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

#### A. Basic indoctrination.

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

#### B. Vehicle operation.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C. Emergency.

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

### D. Qualification

1. Operator qualifications
2. Knowledge examinations
3. Company practical test

- V. Instructor pilots and trainees must both work for the same company.
- VI. All training must be documented in a training record kept for each person trained.
- VII. Completion standards must be established.
- VIII. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.
- IX. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training and checking is not accomplished within 12 calendar months, personnel must complete initial or requalification training and checking. Any training and checking completed in the month before or the month after it was due shall be considered completed in the month due.
- X. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.
- XI. Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.

**SECTION C – CONTRACT 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 – CONTRACT TERMS AND CONDITIONS

Exhibit 3

High Visibility Paint Schemes for SEAT Aircraft

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

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

**Black:** Gloss Black  
PPG CA 8000 B00701 CAGBCX  
Sherwin Williams Gloss Black  
Sherwin Williams - (480) 967-5580 (Kathy Kopf)  
PPG - (480) 756-6110 (Loral Rodricks)  
Omega Mega Max & PPG (800) 783-8913 (Pat Trimm)

**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.

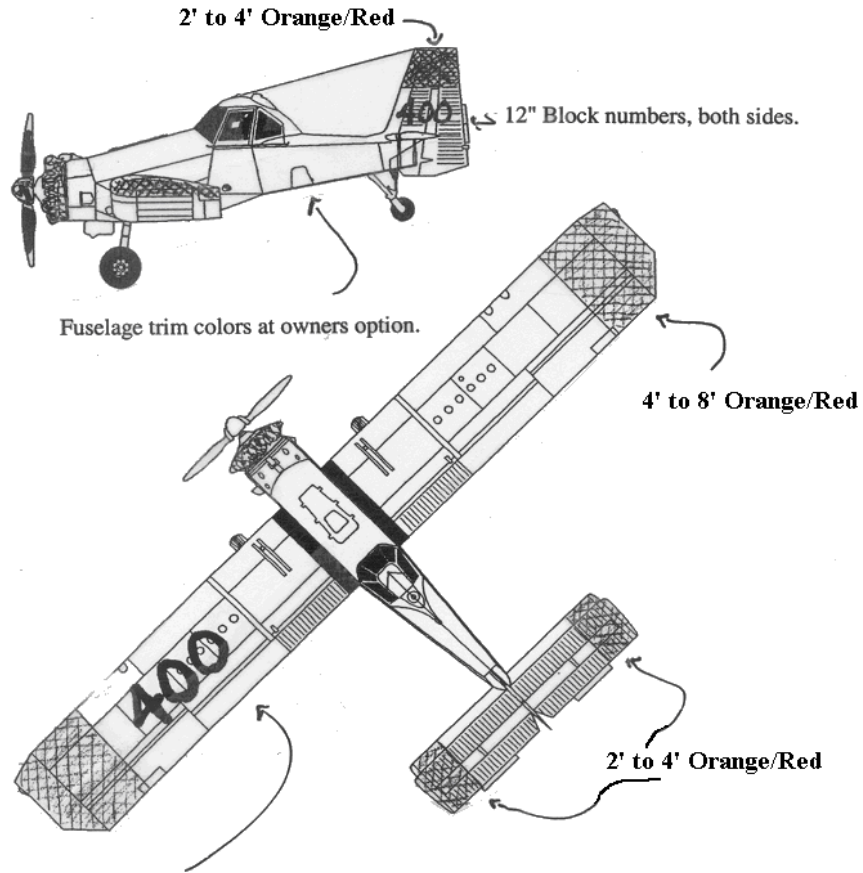
**Tanker Number:**

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 – CONTRACT TERMS AND CONDITIONS



24" Black block numbers, upper left wing, bottom right wing.

Accent trim may be added at owners option. Accent trim on wings or tail surfaces may not exceed 6" in width.

Tanker number size is a minimum, may be larger to fit scheme.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### Exhibit 4

#### Recognized Airplane Mountain Training Flying Schools

The following two flight schools are recognized by the Government as “approved” mountain flying schools. 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 preflight.
2. Mountain weather understanding.
3. Flight/route planning.
4. Aircraft performance calculations.
5. Density altitude calculations.
6. High altitude takeoffs 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 to 10 hours of actual mountain flying (in actual mountains).
14. Minimum of 14 hours of ground instruction.
15. School must meet all Federal Aviation Administration requirements for a pilot proficiency program.
16. School must be either a fixed-base operator (FBO) or in a partnership with a FBO.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**Exhibit 5**

**Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates**

<b>AIRCRAFT</b>	<b>GAL/HOUR</b>	<b>AIRCRAFT</b>	<b>GAL/HOUR</b>	<b>AIRCRAFT</b>	<b>GAL/HOUR</b>
<u>AIR TRACTOR</u>					
AT-802-65.....	82T				
AT-802-67.....	86T				
<u>BEECH</u>					
Baron 55/58.....	29				
Baron 58P.....	35				
18/45.....	35				
King Air 90 (Series).....	70T				
King Air 100.....	80T				
King Air 200.....	93T				
King Air 300.....	89T				
Mentor T-34.....	14				
Mini Liner 99.....	85T				
Queenair.....	43				
T-Bone B-50.....	45				
Duke.....	38				
Queenair 80.....	34				
Bonanza 33/35/36.....	14				
<u>BELLANCA</u>					
Citabria/Scout.....	9				
<u>BOEING</u>					
727.....	1000T				
DC-3T.....	150T				
<u>BRITTEN-NORMAN</u>					
Islander.....	30				
<u>CESSNA</u>					
L-19.....	11				
172.....	9				
180.....	14				
182.....	12				
182RG.....	14				
185.....	16				
188.....	12				
206/207.....	16				
T206/207.....	18				
210.....	16				
T210.....	18				
320.....	28				
310.....	32				
T310.....	34				
337.....	24				
T337.....	26				
401.....	28				
402.....	36				
404.....	46				
411.....	34				
414.....	36				
421.....	46				
340.....	36				
425.....	56T				
441.....	52T				
Citation I.....	140T				
Citation II, III.....	160T				
208 Caravan I.....	53T				
<u>CASA</u>					
Aviocar 212.....	105T				
<u>CONSOLIDATED</u>					
Convair 580/600.....	338T				
<u>DE HAVILLAND</u>					
Beaver.....	30				
DH-6 Twin Otter.....	95T				
Beaver T.....	40T				
DH-7.....	234T				
DH-8.....	183T				
<u>DORNIER</u>					
DO-228.....	100T				
DO-328-100.....	200T?				
<u>DOUGLAS</u>					
DC-3.....	93				
DC-9.....	700T				
<u>EMBRAER</u>					
PW 115 (1600).....	159T				
<u>FALCON</u>					
10.....	175T				
20.....	240T				
50.....	300T				
<u>FAIRCHILD</u>					
Porter.....	44T				
F-27.....	288T				
SF 340.....	161T				
<u>GRUMMAN</u>					
S2F.....	75				
Goose.....	50				
Goose T.....	80T				
Mohawk.....	180T				
Albatross.....	160				
G-I.....	288T				
G-II.....	529T				
G-III.....	370T				
<u>HELIO</u>					
Courier.....	20				
Stallion.....	44T				
<u>ISRAEL</u>					
1121/1123/1124.....	190T				
<u>LOCKHEED</u>					
P-3/C-130/Electra 188.....	661T				
Jetstar.....	374T				
<u>LEAR JET</u>					
25.....	220T				
35/36.....	185T				
55.....	200T				
<u>MAULE</u>					
M4-5.....	9				
M7.....	13				
<u>MITSUBISHI</u>					
MU-2.....	77T				
<u>MOONEY</u>					
Exec.....	10				
<u>NOMAD</u>					
22B/24A.....	53T				
<u>NORTH AMERICAN</u>					
AT-6.....	18				
T-28.....	80				
<u>QUEST</u>					
Kodiak K100.....	47T				
<u>PIPER</u>					
Super Cub PA-18.....	9				
Pawnee PA-25.....	13				
Arrow PA-28R.....	10				
Cherokee PA-28-140/161.....	8				
Cherokee 6 PA-32.....	14				
Aztec PA-23.....	27				
Comanche PA-24.....	15				
Navajo PA-31.....	32				
Cheyenne PA-31T.....	77T				
Cheyenne II PA-42T.....	74T				
Aerostar 600/601/602P/700P.....	33				
Cheyenne III PA-42T.....	110T				
Chieftan PA-31-350.....	34				
Lance PA-32-300.....	16				
Seneca II/III PA-34.....	20				
Mojave PA-31P.....	39				
Malibu PA-46.....	15				
PA-42-1000 400LS.....	75T				
<u>ROCKWELL (Gulfstream)</u>					
680.....	40				
500.....	34				
690A/B.....	80T				
Sabreliner.....	200T				
560.....	33				
840.....	65T				
900.....	55T				
1000.....	57T				
<u>SWEARINGEN</u>					
Merlin II, III SA 226/7.....	78T				
<u>SHORT</u>					
Skyvan.....	85T				
<u>VOLPAR</u>					
TurboLiner.....	74T				
<u>VULCANAIR</u>					
P68C.....	20				
P68TC.....	24				

“T” after the gallons indicated turbine fuel.  
Everything else is AVGAS.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT 6**

**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**

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 (Federal Wage System) were applicable.

- | <u>EMPLOYEE CLASS</u>                             | <u>MONETARY WAGE</u> |
|---|----------------------|
| Aircraft Pilot, GS-2181-11, Step 5                | \$ 27.86             |
| Aircraft Mechanic, WG-8852-10, Level 3            | \$ 25.08             |
| Fuel Servicing Vehicle Driver, WG-5703-7, Level 3 | \$ 20.76             |
- 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 7

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. 39 DATED 07/08/2015

Area: Nationwide
Applicable Occupation: Aircraft Pilot Minimum Hourly Wage: \$28.36
First Officer (Co-pilot) Minimum Hourly Wage: \$25.82

DOL WAGE DETERMINATION NO. 1995-0221, REV. 35 DATED 12/22/2014

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.38
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.88
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.70

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$14.22
Truckdriver, Medium \*\* Minimum Hourly Wage: \$18.33
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$19.13

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: \$9.10
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.28
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.94

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.60
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.84
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.94

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

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 38

Health & Welfare: \$4.02 per hour or \$160.80 per week or \$696.79 per month

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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. 35**

Health & Welfare: \$4.02 per hour or \$160.80 per week or \$696.79 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. 38 and WD 1995-0221 Rev. 35**

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.

## EXHIBIT 8

### 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

## EXHIBIT 9

### TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base <b>prior</b> to the relief exchange. <b><u>Claims must be supported by itemized invoices.</u></b> See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information				
DATE		ALTERNATE BASE LOCATION		
<b>Relief Exchange – Involved Crew Member(s)</b>				
<input type="checkbox"/> Pilot Name		<input type="checkbox"/> Fuel Servicing Vehicle Driver Name		<input type="checkbox"/> Mechanic (If required by contract) Name
<b>Scheduled Maintenance</b>				
<input type="checkbox"/> Mechanic Name			<input type="checkbox"/> Other Name	
Maintenance Accomplished			Reason for providing additional personnel	
<b>ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)</b>				
Airline Transportation	Name			\$
Airline Transportation	Name			\$
Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time (Authorized by CO only)			\$
Rental Car				\$
Rental Car Fuel				\$
POV Auto	At the FTR rate ( <a href="http://www.gsa.gov/portal/content/100715">http://www.gsa.gov/portal/content/100715</a> )			
From	To	Total Miles	Rate	\$
POV Aircraft:	Measured in statute miles at the FTR rate ( <a href="http://www.gsa.gov/portal/content/100715">http://www.gsa.gov/portal/content/100715</a> )			
From	To	Total Miles	Rate	\$
Other (explain)				\$
				\$
				\$
<b>Total ACTUAL Cost</b>				<b>\$</b>
Yes, the COR or On-site Government Representative was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel.				Date

## EXHIBIT 10

### SAFETY MANAGEMENT SYSTEM (SMS) PLAN/SAFETY PROGRAM (C11.3)

The Contractor should structure their submittal by the component/elements shown below. Prepare either a stand-alone document in the format shown below by inserting/including company existing and implemented SMS Plan/safety program data under the applicable component /elements or include the company SMS Plan/safety program in its entirety and include a cover page in the format below and identify where the applicable component elements are located in the program. If the Contractor has no implemented practice under any element, they should so state under the applicable element. This document should include developed and functioning practices that are a part of the company's efforts relative to aviation safety.

<b>SAFETY POLICY</b> Every type of management system must define policies, procedures and organizational structures to accomplish its goals. An SMS must have policies and procedures in place that explicitly describe responsibility, authority, accountability, and expectations. Most importantly, safety must be a core value.	
1	Safety Policy <i>INSERT COMPANY DATA</i>
2	Management commitment & safety accountability <i>INSERT COMPANY DATA</i>
3	Key safety personnel <i>INSERT COMPANY DATA</i>
4	Emergency preparedness & response <i>INSERT COMPANY DATA</i>
5	SMS documentation & records <i>INSERT COMPANY DATA</i>
<b>SAFETY RISK MANAGEMENT</b> A formal system of hazard identification and management is fundamental in controlling an acceptable level of risk. A well-designed risk management system describes operational processes across department and organizational boundaries, identifies key hazards and measures them, methodically assesses risk, and implements controls to mitigate risks.	
6	Hazard identification and analysis (includes system description and task analysis) <i>INSERT COMPANY DATA</i>
7	Risk assessment and control (includes safety risk analysis, assessment and control/mitigation) <i>INSERT COMPANY DATA</i>
<b>SAFETY ASSURANCE</b> Policies, process measures, assessments and controls are in place. The organization must incorporate regular data collection, analysis, assessment and management review to assure safety goals are being achieved. Solid change management processes must be in place to assure the system is able to adapt.	
8	Safety performance monitoring and measurement (includes monitoring, internal and external audits, evaluations, investigations, employee reporting & feedback system, analysis of data, system assessment, preventive/corrective action and management review) <i>INSERT COMPANY DATA</i>
9	Management of change <i>INSERT COMPANY DATA</i>
10	Continual improvement <i>INSERT COMPANY DATA</i>
<b>SAFETY PROMOTION</b> The organization must continually promote, train, and communicate safety as a core value with practices that support a sound safety culture.	
11	Competencies and training (includes personnel expectations and training) <i>INSERT COMPANY DATA</i>
12	Communication and awareness <i>INSERT COMPANY DATA</i>

## EXHIBIT 11

### ADD/REMOVE - AIRCRAFT/EQUIPMENT REQUEST FORM BLM ON CALL SEAT CONTRACT

<b>Contractor Name</b>	
<b>Contractor Telephone Number</b>	
<b>Name of Contractor's representative making this request</b>	
<b>Date and Signature of Above</b>	
<b>BLM Contract Number</b>	
<b>REMOVE – Aircraft Make, Model and Series</b>	
<b>REMOVE – Equipment</b>	
<b>ADD - Check the appropriate request below:</b>	
<input type="checkbox"/> Same Aircraft Make, Model and Series <span style="margin-left: 200px;"><input type="checkbox"/> Different Aircraft Make, Model and Series</span> (Must include pricing information on following pages)	
<input type="checkbox"/> Equipment (To Existing Contract Aircraft)	
<b>FAA N Number</b>	
<b>Reason for addition/deletion</b>	
<b>If adding aircraft, attach a copy of the Aircraft Questionnaire (Exhibit E-2) of the solicitation, as appropriate that shows the aircraft to be added to the contract and documents per B5 through B7</b>	
<b>If adding aircraft, confirm by <i>checking the box</i> to the right and provide data to support that the aircraft is of equal or greater performance capability (must demonstrate aircraft is of the same make, model and series) as the aircraft originally awarded</b>	
<b>Any other comments or pertinent information</b>	

Submit form and applicable attachments to:

Steven Etzel  
 DOI, Boise Acquisition Branch  
 300 E. Mallard Drive, Suite 200  
 Boise, ID 83706-3991

Email: [steven\\_etzel@ibc.doi.gov](mailto:steven_etzel@ibc.doi.gov)  
 FAX: 208-433-5032