

## SCHEDULE A - SCHEDULE OF SUPPLIES/SERVICES

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Contract No. 140D8021D0009

On-Call Amphibious Scooping SEAT Flight Services

## **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	PPE	Personal Protective Equipment
AD	Airworthiness Directive	PSD	Plastic Sphere Dispenser
AMS	Aviation Management System	PSI	Pounds per Square Inch
A&P	Airframe and Power plant	PTT	Push to Talk
APCO	Association of Public-Safety Communications Officials	RFP	Request for Proposals
AQD	Acquisition Services Directorate	RPM	Revolutions per Minute
ASM	Aviation Safety Manager	SEAT	Single Engine Air Tanker
ASO	Aviation Safety Office	SFI	Safety Foundation Incorporated
ASTM	American Society for Testing and Material	STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures
ATC	Air Traffic Control	SSV	Seat Support Vehicle
AUR	Aircraft Use Report	TBO	Time Between Overhaul
CFR	Code of Federal Regulations	TSO	Technical Service Order
CO	Contracting Officer	UL	Underwriter's Laboratory
COR	Contracting Officer's Representative	USDA	United States Department of Agriculture
COTR	Contracting Officer's Technical Representative	VFR	Visual Flight rules
CFR	Code of Federal Regulations	VNE	Velocity Never Exceed
CTCSS	Continuous Tone Coded Squelch System	VOX	Voice Activation
DM	Degrees/Minutes/Decimal Minutes	VSWR	Voltage Standing Wave Ratio
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		
FSV	Fuel Service Vehicle		
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		
MTOW	Maximum Takeoff Weight		
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		

## SECTION A - REQUIREMENTS AND PRICES

### A1 Schedule of Services

The Department of the Interior (DOI), Bureau of Land Management (BLM) requires amphibious single engine air tanker fire suppression services across the lower 48 and Alaska on an On-Call or Call When Needed basis, to support BLM, state agencies.

The Government may use this contract and others on the IDIQ to fulfill any need for services for wildland fire suppression, including task orders with very long or very short periods of performance, and task orders with options.

When required by FAR 16.505, or as otherwise appropriate, task orders may be competed among the multiple IDIQ-holders. These task orders may be competed using a multitude of evaluation factors (see Exhibit 15). The relative weight of the price and any non-price evaluation factors will be included in the task order request for proposal. For some task order competitions, factors other than price may be given a greater weight than price. Each aircraft line item requires a primary and a relief flight crew, as well as a Fuel Service Vehicle (FSV) SEAT Support Vehicle (SSV). The Government may also have a need for a SEAT support vehicle (SSV) (or combination FSV/SSV). SSVs will be (if ordered) priced as an additional pay item as noted in the additional pay items table, and ordered when needed.

This award is one of multiple awards issued constituting an Indefinite Delivery Indefinite Quantity (IDIQ), consisting of a combined fleet of approximately 20-26 aircraft. This contract includes a Base Period and four (4) one-year option periods with a total estimated shared ceiling of \$46,000,000 dollars (approx. \$9.2M per contract year).

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 and Alaska.

#### **ITEM DESCRIPTION:**

Aircraft Required:	Call when needed single engine amphibious water scooping airplane(s) equipped as specified in Section B.
	Interagency Air Tanker Board (IAB) approved or interim approved Type 3 Air Tanker/Gate system.
Pilot	Primary Pilot for each aircraft will need to be either a Level 1 or Level 2 SEAT Pilot as specified in Section B. Relief Pilot will need to meet the requirements of the primary pilot as set forth in Section B.
Fuel Service Vehicle	Not Applicable in AK, required in Lower 48.
Bureau:	Department of the Interior (DOI), Bureau of Land Management (BLM)
Crew Compliment Required	Pilot in Command (PIC) and relief pilot(s). Fuel Service vehicle with driver/operator and relief driver/operator required for operations in Lower 48, not required for Alaska.
Proposed Designated Bases:	Various Locations throughout the Lower 48 and Alaska.
Performance Period:	Base Period is date of award through April 30, 2022, with 4 additional option years, and up to a six-month extension of services option through October 31, 2026.

## SECTION A - REQUIREMENTS AND PRICES

Minimum Aircraft Requirements:	Must have a Standard and/or Restricted Airworthiness Certificate.  Aircraft certified under 14 CFR 23 or 25.  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. Minimum 1600 Shaft Horsepower (SHP)  VFR, Day Only  Tank capacity of 799 US gallons.  Aircraft capable of dispensing both water and fire retardant  Endurance of 2 hours and 30 minutes, 600 gallons of water, 200 lb pilot at 3,000' PA 25 degrees Celsius.  Capable of operating from 5,000 ft. gravel runway at @ 3,000ft PA and 25C with an empty tank.  Cruise airspeed of at least 140 kts true airspeed at 7,000 ft. PA and 30° Celsius, empty tank  Aircraft must have the IAB approved <u>or Interim</u> approved gate installed on the aircraft at the time of inspection.
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### NOTES:

- Amphibious Air Tractor 802 type aircraft equipped with amphibious floats, or equal, are known to meet the above requirements.
- The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the contract.
- After retardant operations, aircraft must be appropriately cleaned prior to beginning scooper operations.
- Aircraft may be required to have the tank and gating system cleansed after operations in water that have known invasive species.
- The use of water enhancers with on-board injection systems are not permitted to be used on federally contracted aircraft, or on federal lands, unless requested and approved by the ordering Agency.
- One FSV per two aircraft working out of the same location is permitted. SEAT Support Vehicle (SSV) is not required, however if offered and when ordered for services will be paid at \$500.00 per day.
- All exhibits applicable to this contract are included at the end of Section C.

## SECTION A - REQUIREMENTS AND PRICES

A2.1 Funding will not be obligated under the Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Instead, the Contracting Officer will issue the contractor a task order as the need for services arises. 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, equipment, and pilot inspection during the Base year.

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

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

**Please Check Appropriate Blocks Below**

**CONTRACTOR AGREES TO PROVIDE: One ☒ or Two ☐ FSV/SSV WHEN ORDERED (check applicable boxes)**  
**YES ☒ or NO ☐**

**Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items**

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

	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
A	Extended Standby – Pilot	EP	INDEFINITE	HOUR	\$ 50.00
B	Extended Standby - Driver	ED	INDEFINITE	HOUR	\$ 34.00
C	Fuel Servicing Vehicle Mileage - (L48 only)	SML	INDEFINITE	Mile	\$ 2.45
D	Additional Fuel Service Vehicle with Driver or SSV (C25.2)	SD	INDEFINITE	DAY	\$500.00
E	Retardant Labor during Unavailability Period (C25.4)	P01	INDEFINITE	DAY	\$350.00
F	Mix, Test and Load Retardant (C25.4)	P55	INDEFINITE	GAL	\$ .20
G	Fuel Cost (C25.10)	FC	INDEFINITE	EACH	Actual Cost
H	Contractor Miscellaneous Costs (C25.7)	SC	INDEFINITE	EACH	Actual Cost

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

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

Requested and Effective Date This Adjustment		Type	<input checked="" type="checkbox"/> Jet Fuel
Fuel Source Location	Phone No. xxx-xxx-xxxx		
Base Price	<b>\$4.77 per gallon</b>	Reference Price	
Effective Date		Effective Date	
Source Document	<b>ORIGINAL CONTRACT</b>	Source Document	
Difference	\$ X consumption rate of	Increase Due	
Old Flight Rate		New Flight Rate	
Re-established Base Price		Effective Date	

## SECTION A - REQUIREMENTS AND PRICES

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	3.55
Cutter Aviation Service (KABQ)	505-842-4184	Albuquerque, NM	5.34
Premier Aviation (KTUS)	520-889-6327	Tucson, AZ	4.50
Sphere One Av. (KCDC)	435-586-4504	Cedar City, UT	5.00
Western Aircraft (KBOI)	208-338-1800	Boise, ID	4.51
Edwards Jet Center (KBIL)	406-252-0805	Billings, MT	4.50
West Star Aviation (KGJT)	970-243-7500	Grand Junction, CO	6.10
Atlantic Aviation (KRNO)	775-858-7300	Reno, NV	5.32
Wenatchee GA Terminal (KEAT)	509-886-0233	Wenatchee, WA	4.11
	<b>Average per Gal</b>		<b>\$4.77</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 call when needed flight services to support fire suppression operations in the Lower 48 States and Alaska. Contractor services include provision of an aircraft, personnel, and all other associated equipment as prescribed in this solicitation/contract. Water will be scooped from water sources such as lakes or rivers and/or loaded at ground locations. Chemical fire retardant/suppressants may be loaded in the Contractor's aircraft. The use of water enhancers mixed with on-board injection systems are not allowed on federal lands or on federally-contracted aircraft, unless requested and approved by the ordering Agency. The use of water enhancers mixed through a proportioner and loaded from ground-based equipment is acceptable according to their qualified applications/approvals as specified on the Qualified Products List (QPL).

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 This aircraft may be dispatched to Alaska. Because deployment to Alaska from the Lower 48 usually requires transit through Canada, all contractor personnel are required to possess current passports. Alaska specific equipment and/or operational requirements, are referenced in the Alaska Supplement Exhibit.

##### 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," or Canadian equivalent.

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), or Canadian equivalent. Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA) approved, or Canadian equivalent.

B2.2.1 The Government will evaluate single engine amphibious water scooping aircraft with a capacity of 800 gallons for use as scoopers. 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 In order to drop retardant from a single engine scooper under this contract, the aircraft must have a gate system and flow control system that meets Interagency Airtanker Board (IAB) requirements for a Type 3 single engine airtanker. Aircraft with gate systems primarily designed to dispense water may be offered for the first contract year only provided an interim approval for retardant drops is granted by the IAB. However, to qualify for operation in subsequent option years, the gate system must have successfully demonstrated the capability to drop retardant within IAB standards.

B2.3 For the purposes of the U.S. Department of Transportation's Federal Aviation Administration (FAA) North American Free Trade Agreement (NAFTA), this contract is considered to be a specialty air services contract. Canadian operators must be in compliance with NAFTA and Specialty Air Service (SAS) Operations Advisory Circular AC No. 00-60B (dated 02/14). A copy of the Contractor's current FAA Form 7711-2 authorizing the SAS Operations, Forest Fire Management and/or Firefighting, contained on the Civil Aviation Authorities (CAA), with NAFTA authorization is required with submittal of offer.

##### B2.4 Operations Manual Requirements

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

B2.4.1 Standard method for calculating current aircraft weight and balance and performance based on actual loads and environmental conditions. Procedures for identifying limitations and remaining within limitations. Procedures for retaining load calculation data. Ground loaded load calculations must be retained for 30 days.

B2.4.2 The approved aircraft inspection program.

B2.4.3 Program for ensuring implementation of the FAA approved inspection program, to include completion of 14



## SECTION B – TECHNICAL SPECIFICATIONS

CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.4.4 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 be readily available throughout the contract period.

B2.4.5 Obtaining repair, preventive maintenance, and servicing of the aircraft during operations away from the contractors 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.

B2.4.6 Determining that mechanical irregularities or defects reported during previous flights have been adequately corrected/repared (or deferred if appropriate) before the next flight.

B2.4.7 Fueling the aircraft, including the detection of fuel contamination and protecting from fire (including electrostatic protection) including detailed procedures for any rapid refueling program.

B2.4.8 Complying with flight manual "emergency procedures" and reporting abnormal conditions or potentially unsafe conditions.

B2.4.9 One copy of the manual must be maintained at the operator's principle operations base. Additional copies must be readily available to pilots and support personnel while on contract away from the base.

B2.4.10 One complete copy of the Contractor's operations manual is required to be submitted within ten days of contract award and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract.

B2.4.11 Continuity of operations. Procedures for when personnel, aircraft or equipment become unavailable.

### B2.5 Training Program

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

B2.5.1 This training program must have written initial and recurrent training curriculums. See the Operator's Training

Program Exhibit for the minimum requirements a training program must have.

B2.5.2 One complete copy of the Contractor's training program is required to be submitted within ten days of contract award and will be considered incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their training program to the CO during the life of the contract. A compact disk (CD) copy of the plan is acceptable.

### B3 Order of Precedence (Specifications)

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

### B4 Contracts and Task Orders

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

B4.2 The pilot must have task order information (i.e. task number, performance period) in his/her possession prior to any flights under this contract and make this information available to government representatives on request. Following receipt of a printed task order, the pilot will carry a hard copy of the task order in the aircraft.

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 and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy, and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean

## SECTION B – TECHNICAL SPECIFICATIONS

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.

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

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

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:

<u>Normal</u>	After landing
Preflight	Shutdown
Before starting engine(s)	
Before takeoff	<u>Emergencies:</u>
Cruise	- Fuel
Before drop	- Electrical
After drop	- Hydraulic
Before landing	- Mechanical

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

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 Reserved

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented every 12 months and documented within 30 days of the annual OAS inspection AND every 30 days while performing on this contract including any extensions. Documentation of operational checks performed while on contract must be retained and made available to the Government upon request.

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.

## SECTION B – TECHNICAL SPECIFICATIONS

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 checking the air/gas pre-charge 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 with 14 CFR Part 43.

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

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

B6.8 Aircraft marking. The 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 A survival kit containing at least the items specified in the Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations.

Note: Survival kits for L48 and Alaska are different. It is the contractors' responsibility to ensure correct survival kit is in the aircraft.

B6.10 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.11 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

All installed transceivers must be placarded with designations matching the transmitter/receiver controls on the installed audio control system(s)

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: [https://www.nifc.gov/NIICD/docs/avionics/FSOAS\\_A24F.pdf](https://www.nifc.gov/NIICD/docs/avionics/FSOAS_A24F.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.

B7.2.4 Transmitters must not open squelch on, or interfere with, other AM or FM transceivers in the aircraft which are monitoring different frequencies. So-called "Transmit Interlock" functions must not be used with communication transceivers. Specific test details are listed in *Radio Interference Test Procedures* (copies available upon request

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from OAS Avionics, or the most recent list may be found online at:  
[https://www.nifc.gov/NIICD/docs/avionics/FSOAS\\_A30.pdf](https://www.nifc.gov/NIICD/docs/avionics/FSOAS_A30.pdf)

### B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) certified to TSO-C126 (or newer), installed per the ELT manufacturer's instructions in a conspicuous or marked location. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO-C126 and newer (406 MHz) ELTs must include a 121.5 MHz homing beacon, and require documentation of current registration with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered.

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

B7.3.3 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz) or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver's operational controls must be located and arranged so that the pilot 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 The transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

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

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog

GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

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

Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV.

Cobham: (formerly NAT) NPX-136D-070.

### B7.3.4 Reserved

B7.3.5 One satellite-based aircraft tracking hardware compatible with the government's Automated Flight Following (AFF) Program (<https://aff.gov>). Not all available satellite based tracking systems are compatible with the Government's AFF Program, nor meets AFF's requirements. The contractor must ensure that the 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 visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot.

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 Government through <https://www.aff.gov> 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 government's AFF Program making the appropriate changes prior to aircraft use. In all

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cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government 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 Fire Applications Support Desk (FASD) can be reached at (866) 224-7677.

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 If AFF becomes inoperable/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

B7.3.5.7 This clause incorporates Specification Section Supplement available at: [https://www.aff.gov/documents/Specification\\_Section\\_Supplement.pdf](https://www.aff.gov/documents/Specification_Section_Supplement.pdf) with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS-1) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system **or** an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, 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. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

### B7.5 Audio Systems

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

### B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b) and tested and inspected in accordance with 14 CFR 91.413.

B7.6.2 Automatic Dependent Surveillance – Broadcast. All aircraft must be equipped to meet the ADS-B OUT requirements of 14 CFR 91.225. ADS-B OUT systems must be approved to either TSO-C154c (978MHz Universal Access Transceiver [UAT]) or TSO-C166b (1090MHz Extended Squitter [1090ES]). Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

B7.6.3 (**Lower 48 States only**) The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of operation. 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 (**Lower 48 states only**) One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broad-band antenna, must be mounted in the Fuel Service Vehicle (FSV). The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of 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.

### **B8 (Lower 48 States Operations only) REQUIRED-Fuel Service Vehicle (FSV) and OPTIONAL-SEAT Support Vehicle (SSV) Equipment Requirements**

B8.1 The Contractor must provide one Fuel Service Vehicle (FSV) for each (aircraft). One FSV per two aircraft working out of the same location is permitted. The FSV shall be stationed at the designated operating base, unless dispatched by the Government to other locations. It is preferred that the FSV be a truck and the SEAT Support Vehicle (SSV) be a trailer that is pulled by the FSV. The FSV and SSV may be two separate vehicles or the FSV and SSV may be combined into a single unit. FSVs and SSVs will be ordered as two separate items.

B8.1.1 Contractor vehicles must meet 49 CFR requirements.

B8.2 Fuel Service Vehicle (FSV). The Contractor must equip and maintain the vehicle as shown below:

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B8.2.2.1 The FSV must be capable of transporting fuel at posted highway/freeway speeds.

B8.2.2.2 The bulk fuel tank(s) must have a capacity of a minimum of 6 hours of usable fuel for the make and model aircraft operating on the contract based on the Airplane: Approximate “Recommended Cruise” Fuel Consumption Rates Exhibit. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B8.2.2.3 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.

B8.2.2.4 Fuel tanks must be securely fastened to the vehicle frame in accordance with DOT regulations. All tanks must have low point sump/settling area and drains that allow water/particulate contamination accumulation and removal during daily preventative maintenance.

B8.2.2.4.1 All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.

B8.2.2.5 A 10-gallon-per-minute (GPM) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the aircraft being serviced.

B8.2.2.6 Fuel transfer pumps must be designed for dispensing fuel. Gasoline engines powering pumps must have a flame and spark arresting exhaust system and a metal shield between the engine and pump. The pump seals must be fuel compatible. Spark plugs and other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive materials. All refueling pumps regardless of power source must be listed for use with petroleum products by Underwriters Laboratory (UL) or provide documents of another approval.

B8.2.3 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention.

B8.2.3.1 A Spill Prevention, Control, and Countermeasure (SPCC) Plan is required for each mobile fueler (fuel servicing vehicle) used on this contract regardless of bulk storage container (tank) size.

### B8.3 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 40-B:C and with one extinguisher mounted on each side of the vehicle. Extinguishers located in enclosed compartments must be readily accessible, and their location must be externally marked and placarded in letters at least 50 mm (2in.) high. Extinguishers must comply with *National Fire Protection Association (NFPA) 10: Standard for Portable Fire Extinguishers*.

B8.3.1.1 ABC multipurpose dry chemical fire extinguishers (ammonium phosphate) must not be placed on fuel servicing vehicle.

B8.3.2 Fuel tanks must be designed to allow removal of contaminants from the sediment settling area. The settling area plumbing must be extended to the vehicle perimeter to allow contaminate removal without crawling under the vehicle. The sump must be drained daily when the system is used. The draining must continue until fuel appearance is contamination free. The daily sump draining must be documented on a contractor-developed checklist/form.

B8.3.3 The fuel hose must be compatible with the aviation fuel dispensed. Documentation of compatibility must be available at time of OAS inspection. Energy Institute (EI) 1529 certification meets contract specifications. Hoses with manufacturer's “Aviation Fuel” markings are acceptable. The hose must be maintained in accordance with *NFPA 407: Standard for Aircraft Fuel Servicing*.

B8.3.4 Fuel nozzle must include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for closed circuit systems, no nozzle hold-open devices are permitted.

B8.3.5 One accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft. All fuel transfers to the aircraft must be documented and tracked.

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

B8.3.7 Enough petroleum product absorbent pads or materials to absorb or contain a 5-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/closed circuit refueling must meet the deadman control requirements of *NFPA 407: Standard for Aircraft Fuel Servicing*.

B8.3.9 Rapid/hot refueling operations must not be performed unless requested and approved by the Government.



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Equipment used for rapid refueling/hot refueling must meet all requirements detailed in NFPA 407 Section 4.2.14. A copy of the contractor's rapid refueling procedures must be kept with the fuel servicing vehicle.

B8.3.10 The Fuel Servicing Vehicle must be equipped with a VHF-FM radio as described in B7.6.4

### B8.4 Filtering System.

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

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

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

B8.4.4 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.

B8.4.5 A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufacturer's recommendations. All indicating systems must be viewable by the operator during the fueling operation.

B8.4.6 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 servicing vehicle.

### B8.5 Markings.

B8.5.1 The contractor is responsible for compliance with 49 CFR Part 172, including emergency response information.

B8.5.2 Each vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle.

B8.5.3 Each vehicle must be conspicuously and legibly marked to indicate the nature of the fuel. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type. Examples are: Jet-A white-on-black background or Avgas 100 white-on-green background.

### B8.6 Fuel Quality Checks and Equipment Inspections

B8.6.1 The contractor must perform fuel quality checks and equipment inspections daily when fuel system is used. Listed below are the minimum checks required for daily and monthly inspections.

#### Daily

- General system condition (leaks, fire hazards, security, signs/placards)
- Fuel tank sump sample (visual analysis)
- Filter vessel sump sample (visual analysis)
- Fuel nozzle sample (visual analysis)
- Fuel nozzle dust cover (condition/availability)
- Dispensing nozzle screen (condition/availability)
- Fuel dispensing hose (condition & type)
- Static electricity bonding wire & clip assembly (availability & condition)
- Fire extinguisher (availability, type, condition)

#### Monthly

- Check pressure gauge reading or indicator to ensure it is in the operable range
- Check fire extinguisher for currency (annual, 6- & 12-year inspection requirements)

B8.6.2 The contractor must document quality checks and equipment inspections on a contractor-developed checklist/form. The inspection checklist/form must be made available upon request.

### B8.7 SEAT Support Vehicle (SSV) with operator- Optional

## SECTION B – TECHNICAL SPECIFICATIONS

B8.7.1 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 with this capacity of water. The SSV operator must be trained and capable to mix, load, and test fire chemicals.

B8.7.2 The SSV must have hose couplers to accept water from Government equipment as follows:

B8.7.2.1 One 1½-inch female National Hose Thread adapter to 2-inch and 3-inch male and female Kamlock couplers.

B8.7.2.2 One 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.

B8.7.3 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. The contractor personnel must verify that only fire retardants and or suppressants introduced into the aircraft are approved for Federal SEAT use. A list of approved fire chemicals for Federal SEATs can be found at the USFS wildland fire chemicals website under their Qualified Products List (QPL) <https://www.fs.fed.us/rm/fire/wfcs/index.htm>

B8.7.4 The SSV batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B8.7.5 Retardant products must be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.

B8.7.6 Material from the SSV or other source must be loaded through a standard dry-break coupler or shutoff valve.

B8.7.7 Loading system hoses and fittings must be capable of containing residual material without leaking.

B8.7.8 The material loading system must be capable of pumping at the rate of at least 200 gallons per minute.

B8.7.9 Loading hose must be 50 feet long minimum and 3-inch diameter.

B8.7.10 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.

### PERSONNEL REQUIREMENTS

#### B9 Pilot Requirements

B9.1 The Contractor must furnish a DOI authorized pilot for each aircraft for each day the aircraft are required to be available.

B9.1.1 Additional pilots. During high periods of activity, the Government may have occasion to utilize the aircraft after the primary pilot has reached their duty/flight limitations. As a result, the Contractor may be requested to provide two additional pilots. The Government will request orders for additional pilots in advance as they determine appropriate. The additional pilots may be furnished at the option of the Contractor.

B9.1.2 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. Costs associated with providing a relief pilot must be included in the basic availability rate.

**Additional Pilot – (when requested)** A pilot provided in addition to the primary pilot. Additional pilots are utilized to allow 24 hour coverage of the aircraft. Costs associated with providing additional pilots are included in the additional pilot rate identified in Section A.

B9.2 The pilots must be familiar with this contract and all applicable task orders issued under this contract.

B9.2.1 The pilots must be able to provide contract and/or task order information to the COTR, OAS inspector, COR, project inspector (PI), or Government manager as requested.

#### 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:



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B10.2.1 A FAA commercial pilot certificate or higher with airplane category, single engine land and sea classes 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 or an OAS-64C for each pilot offered for approval. 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 also be submitted on form OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval.

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 COTR will provide the Contractor a form to document this 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:

B10.2.7.1 PIC Qualification with low level dispensing
(a) 1,500 hours...total in all aircraft.
(b) 1,200 hours...in airplanes.
(c) 100 hours...airplane single engine sea (ASES)
(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.
(f) 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 to a full stop on the water and (2) 5 water scooping evolutions dropping at least two salvo loads of fire suppressant material (water or retardant) accurately on a designated target.

B 10.2.7.2 - PIC Qualification with low level tactical and formal scenario based training
(a) 1,500 hours...total in all aircraft.
(b) 1,200 hours...in airplanes.
(c) 100 hours...airplane single engine sea. (ASES)
(d) 100 hours...of documented Primary Pilot/Aircraft Commander Close Air Support ordnance dispensing (CAS) military experience, in a low-level, contour-flying or nap-of-the-earth (NOE) environment (sorties that did not descend below 500' AGL for CAS do not apply to this qualification), using a fixed-wing aircraft designed primarily for CAS mission profiles.
(e) 40 hours... in the same make and model to be flown, including a minimum of 25 hours in scenario based training see Exhibit.
(f) 200 hours...of low-level flight in airplanes as defined in B 10.3.
(g) 200 hours...in mountainous terrain or 100 hours after successfully graduating from a recognized mountain flying school. See Exhibit 5 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.
(h) 100 hours...in airplanes in the last 12 months.
(i) 10 hours...in airplanes in the preceding 60 days.
(j) 5 hours...in make and model in the last 12 months, including (1) five takeoffs and landings to a full stop on the water and (2) 5 water scooping evolutions dropping at least two salvo loads of fire suppressant material (water or retardant) accurately on a designated target.

B10.3 Low level flight is defined as preplanned mission orientated flight conducted below 500 ft AGL in support of Federal, State or Private resource missions such as: wildlife surveys, telemetry work, ACETA, wildland firefighting, pipeline patrol, 14 CFR 137 dispensing, nap-of-the-earth (NOE) flight operations below 500' AGL, etc. Ineligible flight time includes random low level flight seeing or game spotting and any time spent landing and taking off and/or pattern work.

B10.4. Aerial firefighting knowledge and training.

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

- All pilots - Annual Company single engine amphibious water scooping aircraft training program as described in B2. 5 of this contract. This training is required to be completed in full for each company the pilot works for (maximum 2).

## SECTION B – TECHNICAL SPECIFICATIONS

- 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.
- New single engine, amphibious, water scooping, airtanker pilots -Prior to initial carding, pilots must provide evidence of 50 scooping cycles (scooping and dropping water in typical terrain is one cycle).
- Level 1 pilots - the National Aerial Firefighter Academy 2 (NAFA 2) training or NAFA 2 refresher training within the previous three years.

Note: See Required Training Exhibit for additional information. Due to the cancellation of the January 2019 NAFA 2, level I pilots requiring NAFA 2 in 2019 are exempt from the NAFA 2 requirement until 2021. This exemption is not applicable to any other NAFA 2 requirement including 2019 NAFA 2 attendance and/or level II to level I upgrades.

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 in the fire traffic area with the single engine amphibious water scooping aircraft plus one other aircraft or (2) with aerial supervision in the fire environment airspace concurrently with multiple aircraft.

B10.5.1.1 Level II criteria: The pilot must:

- 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,
- Demonstrate an understanding of the principles of scooping water and performing fire suppressant material drops in actual terrain,
- 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

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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 lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot's logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.) Documentation and request for upgrade must be submitted to the COTR for approval.

Note: Satisfactory fire missions are determined by the ATGS or Leadplane pilot providing the sign off.

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 cooperator 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 1 criteria are satisfied except; that pilot need not operate as a Level 2 for at least 1 calendar year.

B10.6 All pilots must pass an initial mission 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 (IPTTS) 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>.

## SECTION B – TECHNICAL SPECIFICATIONS

B10.6.1.1 In addition to the evaluation actions listed in the IPTS, Fireboss flight evaluations will consist of a minimum of two observed scoops and an emergency dump during scooping operations.

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 Option

The contractor may submit a written request to the Contracting Officer Representative requesting approval to conduct training. 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 COTR prior to conducting any training operation.

B10.7.1 “Level 1 Pilot Trainer” must have the following minimum qualifications:

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

B10.7.1.2 500 hours PIC in scooper operations.

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

B10.7.2 “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 All crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods must be 2 calendar days off duty.

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.

### 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.

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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 C29)

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

### B12 Personnel Duty Limitations

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 and/or increasing days off either on a geographic or agency-wide basis.

### B13 Mechanic Requirement

B13.1 A mechanic must maintain the aircraft in accordance with the original equipment manufacturer (OEM) or approved STC holder's current maintenance instructions including airframe, engine, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). The mechanic does not need to remain at the designated/alternate base but must be available when aircraft maintenance is required.

B13.2 The mechanic may serve as the fuel servicing vehicle driver. However, they must also meet all requirements of B16 and B17.

### B14 Mechanic Qualifications

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

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

B14.2 The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months.

B14.3 The mechanic must have 12 months experience as an A&P mechanic, or foreign equivalent, in maintaining the same category (i.e. airplane/rotorcraft) of aircraft as the contract aircraft (3 of those 12 months must have been in the preceding 24 months).

B14.4 The mechanic must have 3 months experience maintaining an aircraft of the same make and model as the contract aircraft.

B14.5 The mechanic must have 12 months maintenance experience on the same make and model as the contract aircraft or satisfactory completion of a manufacturer, or equivalent, maintenance course for the same make and model as the contract aircraft.

### B15 Mechanic Duty Limitations

Contractor supplied mechanics deployed to the aircraft's operating location (on-site) for field maintenance must not exceed the following duty limitations:

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

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

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

B15.4 The Government may further restrict duty hours and may remove the mechanic for fatigue or other causes before reaching their daily duty limitations.

B15.5 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B15.6 Relief or substitute mechanics reporting for duty may be required to furnish a record of all duty time during the previous 14 days.

### B16 (Lower 48 States Operations Only) Fuel Service Vehicle (FSV) / SEAT Support Vehicle (SSV) Driver Requirement and Qualifications

B16.1 For each day an FSV and/or SSV is required to be available, the Contractor must furnish, for each vehicle, a driver who meets all Department of Transportation (DOT) requirements for vehicle drivers.

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B16.2 Driver may be required to load retardant using either government or contractor provided equipment.

B16.3 Driver may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel service/support/service vehicle.

B16.4 The driver may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures

### **B17 Fuel Service Vehicle (FSV) / SEAT Support Vehicle (SSV) Driver Duty Limitations**

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

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

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

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

### **B18 Relief Crew Requirement**

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

B18.2 The Contractor must provide a planned schedule of relief duty days to the Contracting Officer's Representative (COR). Relief crewmembers must arrive at the designated base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

## **OPERATIONS**

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

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

The contract pilot-in-command:

B19.1 Must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance. The pilot must be familiar with the contract and all applicable task orders assigned to this contract and must be able to provide

contract and/or task order information to the project inspector (PI) or manager as requested.

B19.2 Must comply with Government directions except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight, take-off, landing or drop that is considered hazardous or unsafe.

B19.3 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.

B19.4 Is responsible to determine that all maintenance discrepancies have been cleared prior to flight in accordance with the operator's company manual and this contract.

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

B19.6 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):

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

B19.6.2 Flight crew with required personal protective equipment.

B19.6.3 Necessary flight kit materials.

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

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

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

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

B19.7 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 and runway conditions at takeoff**

## SECTION B – TECHNICAL SPECIFICATIONS

**cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).**

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

B19.8 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 mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B19.8.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

B19.8.2 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.

B19.8.3 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.

B19.9 The pilot and/or FSV/SSV may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites. The contractor personnel must verify that only fire retardants and or suppressants introduced into the aircraft are approved for Federal SEAT use. A list of approved fire chemicals for Federal SEATs can be found at the USFS wildland fire chemicals website under their Qualified Products List (QPL) <https://www.fs.fed.us/rm/fire/wfcs/index.htm>

### B20 Flight Operations

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

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

B20.1.1 All pilots must understand and operate within the following interagency standards:

B20.1.1.1 Standards for Airtanker Base Operations: <https://www.nwcg.gov/publications/508>

B20.1.1.2 Standards for Aerial Supervision: <https://www.nwcg.gov/sites/default/files/publications/pms505.pdf>

B20.2 Scooper aircraft are required to operate from areas other than improved airports, such as lakes and rivers.

**Note:** After retardant operations aircraft must be appropriately cleaned prior to beginning scooper operations. Aircraft may be required to have the tank and gating system cleansed after operations in water that have known invasive species.

B20.2.1 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 at the Contractor's expense.

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

B20.4 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns in accordance with 14 CFR 91.

B20.5 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required except when engaged in actual dispensing or scooping 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.

B20.6 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, landing and scooping the pilot must maintain at least 60 feet of obstacle clearance at all times.**

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B20.7 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, and during all water scooping regardless of distance from fire.

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

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

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

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

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

B20.13 Aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

B20.14 Aircraft may be released to the Contractor for relief 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.)

### B21 Security of Aircraft and Equipment

B21.1 The Contractor is always responsible for the security of their contract aircraft, vehicles, and associated equipment.

B21.2 Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.2.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner that precludes their inadvertent interference with in-flight operations.

B21.2.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

- Keyed ignition switch
- 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 tie-down cable
- Locking control surface "gust-lock"
- Propeller lock
- Propeller chain lock
- Propeller cable lock
- Locking wheel lock or chock
- Locking "club"-type devices for control yoke

The following locking devices and security methods do not satisfy the physical security requirements:

- Locking aircraft doors
- Fenced or gated parking area

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

B22.1 The Contractor must provide and require personnel to wear PPE in accordance with The Interagency Aviation Life Support Equipment (ALSE) Guide/Handbook, Chapter 2 Personal Protective Equipment.

B22.2 The DOI/USFS ALSE Guide/Handbook, the Aviation Helmet Standard and the certificates of compliance are available on the OAS website at:

<https://www.doi.gov/aviation/safety/helmet>

### B23 Mission Currency and Proficiency

B23.1 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.

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B23.1.1 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.

B23.1.2 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.)

B23.2 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.

### B24 PPE for Ground Operations

B24.1 Ground personnel will comply with local tanker base PPE requirements.

B24.2 Shoes may not be open-toed and should have a non-slip sole. No flip-flops or sandals. Tennis shoes or hiking type boots are recommended.

B24.3 Appropriate hearing and eye protection must be worn when working around aircraft with engine or propeller running. It is recommended that eye and ear protection be worn when in proximity of running pumps or other loud noise-making equipment.

B24.4 Personnel working on the ramp will wear high visibility clothing or vests differing in color from that of the Parking Tender (green) or Ramp Manager (orange). Personnel should check to ensure that clothing and items within pockets of their clothing do not present a source of FOD.

B24.5 PPE for skin protection against sunburn, prop blast, and blowing rocks/sand should be worn. This is usually long sleeve, lightweight shirt or jumpsuit.

B24.6 During all fueling operations, fuel-servicing personnel must wear a long-sleeved shirt, long trousers, boots, and

gloves. The shirt and trousers must be made of 100% cotton or other natural fiber, or labeled as non-static

### B25 Fuel and Servicing Requirements (SEAT/Fireboss)

#### B25.1 General.

B25.1.1 For operations in Alaska, Government fuel is provided. However, the Contractor must be capable of purchasing fuel and understand that the Government will reimburse the Contractor for the fuel purchased as provided under Additional Pay Items in Section C.

B25.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), MIL-DTL-83133 (JP-8).

B25.1.3 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25.1.3 and the aircraft is serviced with the proper type of fuel. The Contractor must retain fuel delivery records throughout the contract period.

#### B25.2 Fueling Operations.

B25.2.1 Rapid/Hot refueling operations must not be performed unless requested and approved by the Government and the contractor concurs.

B25.2.1.1 The Contractor must have rapid refueling procedures incorporated in their operations manual. A copy of the contractor's rapid refueling procedures must be kept with the fuel servicing vehicle.

B25.2.1.2 The specific Rapid Refueling requirements contained in *NFPA 407: Standard for Aircraft Fuel Servicing*, paragraph 4.2.14 must be adhered to. Fuel servicing equipment must have a deadman control device meeting NFPA 407 requirements.

B25.2.1.3 Rapid/Hot refueling operations must not be performed on fixed wing aircraft unless the aircraft is equipped with a dry-break refueling system. The fueling system port must be located behind the wing and of a different size and/or type than any other port used for the loading or unloading of any material (1-inch buckeye or equal). This port must be clearly marked as to the type and quantity of fuel.

B25.2.1.4 There must be no simultaneous hot loading of the hopper and rapid/hot refueling.

B25.2.2 The *NFPA 407: Standard for Aircraft Fuel Servicing* handbook must be used as a guide. Copies of *NFPA 407* can be obtained from the National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, MA 02169.



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B25.2.3 In the Lower 48 States, Government personnel are not allowed in the safety zone during aircraft fueling operations. The safety zone is defined as within 50 feet of aircraft refueling receptacle.

B25.2.4 In the Lower 48 States, Government personnel will not be involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation. Such emergencies must be documented by the pilot using the SAFECOM system.

B25.2.5 Smoking is prohibited within 50 feet of the aircraft and fuel servicing facilities/vehicles.

B25.2.6 Cell phone use is prohibited within 50 feet of the aircraft and fuel servicing facility/vehicle during fueling operations.

B25.3 Loading the hopper with the aircraft engine running (hot loading) must not be performed unless requested and approved by the Government and the contractor concurs. The loading port must be located behind the wing and clearly marked (Open / Closed).

B25.4 The PIC must be present during fueling operations or the PIC must verify fuel quantity via a method other than the fuel quantity gages, such as sticking the tank. The PIC must verify the fuel grade is correct for the aircraft refueled before fuel dispensing operations begin.

### AIRCRAFT MAINTENANCE REQUIREMENTS

#### B26 General - Maintenance

B26.1 The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current instructions including airframe, engine, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's).

B26.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with 14 CFR 91.213 or the operator's FAA approved maintenance program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis.

B26.3 The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations or the FAA approved maintenance program.

B26.4 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following

an incident or accident and must describe the circumstances involved.

#### B27 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)

B27.1 The Contractor must comply with all applicable FAA AD's and MMSB's before and during contract performance.

B27.2 The Contractor must provide, at the time of agency inspection, a list of issued FAA AD's and MMSB's identifying all those that are applicable and not-applicable to the contract aircraft. The list must be in a format similar to the one 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.

B27.3 Before the contract start date and throughout the period of performance, the following Service Letters (SL) must be complied with. Air Tractor SL-180A, SL-266, SL-299, SL-300, and Wipaire SL-71 including 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.

#### B28 Manuals/Records

B28.1 The Contractor must ensure that all aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, and 91.417. Aircraft total time in service must be recorded. A copy of the current maintenance record must be kept with the aircraft. Electronic copies of manuals and records are acceptable.

#### B29 Maintenance

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

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved maintenance program. Aircraft total time in service must be recorded.

B29.3 All aircraft maintenance entries must include a reference to the approved technical data used to perform any installation, overhaul, major repair, or replacement of any engine or flight control system. The reference must include the title of the maintenance publication and identify the procedure performed or chapter, page, and paragraph where the procedure can be found. Adherence to this requirement

## SECTION B – TECHNICAL SPECIFICATIONS

will begin the date of contract award and continue through the duration of the contract.

B29.4 Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Contracting Officer's Representative (COR).

B29.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*.

### B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, flight control system, or when requested by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract. The pilot must enter the result of this test flight in the aircraft records, as outlined in 14 CFR 91.407.

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

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

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

B31.3 The Contractor must provide, at the time of 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), time remaining, and time and date when the component was overhauled, replaced, or inspected.

### B32 Weight and Balance

The aircraft weight and balance report must include a weight and balance record, equipment list, and any revision records. A copy of the current weight and balance report must be kept with the aircraft.

B32.1 The aircraft's required weight and balance record must be determined by actual weighing of the aircraft, in contract configuration. The weight and balance record must be current, within the preceding 60 calendar months. Scale

readings must be recorded on the weight and balance record. Signature of a rated mechanic verifying accuracy of the record is required.

B32.1.1 The aircraft must be weighed following any major repair or major alteration or change to the equipment list that significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency. The weight and balance record must include the make, model, serial number, and calibration date of the scales used to weigh the aircraft.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing. Weight and Balance Handbook ([FAA-H-8083-1B](#)) should be used as a guide.

B32.3.1 Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, weight and arm of each item.

B32.3.2 The weight and balance report must be revised, using a weight and balance revision record, each time new equipment is installed, or old equipment is removed. Weight and Balance Handbook ([FAA-H-8083-1B](#)) should be used as a guide.

### B33 Transportation of Hazardous Materials

The Contractor will not be required to transport hazardous materials.

## 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 52.252-2 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 address: <https://www.acquisition.gov/Far/>

##### *Clauses Incorporated By Reference*

52.202-1 Definitions (Jun 2020)  
52.203-3 Gratuities (Apr 1984)  
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)  
52.204-4 Printed or copied Double-sided on Postconsumer Fiber Content Paper (May 2011)  
52.204-13 System for Award Management Maintenance (Oct 2018)  
52.204-17 Ownership or Control of Offeror (Aug 2020)  
52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)  
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)  
52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)  
52.212-4 Alt 1 (Jan 2017)  
52.232-17 Interest (May 2014)  
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 (Mar 2014)  
52.242-13 Bankruptcy (Jul 1995)  
52.246-25 Limitation of Liability- Services (Feb 1997)  
52.253-1 Computer Generated Forms (Jan 1991)  
1452.228-71 Aircraft and General Public Liability Insurance (Mar 1989)

##### *Clauses Incorporated by Full Text*

##### **52.203-19 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (JAN 2017)**

(a) *Definitions.* As used in this clause--

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that

the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

##### **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 each subsequent year of the contract, 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.

Contractor must submit the Aircraft Data card, Interagency Pilot card and or the Fuel Service Vehicle card for inspection upon request of a government official.

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.

Contract No.  
On-Call Amphibious Scooping SEAT Flight Services

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.

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 Airplane Practical Test Standards, and the FAA Commercial Practical Test Standards (PTS) and/or FAA Airman Certification Standards (ACS). 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)

Reconnaissance

Water/retardant application

Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling

## SECTION C – CONTRACT TERMS AND CONDITIONS

procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### Substitute Personnel, Aircraft, or Equipment.

The contractor (while on contract) may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes are at the sole discretion of the government and 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.

For aircraft additions and/or substitutions, the aircraft information submitted must be equivalent to the documentation required by this solicitation for initial award.

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 this section.

### Re-inspection Expenses.

The Contractor will 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, transportation, and subsistence at actual cost to include any applicable taxes.

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Nov 2020)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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 (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

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

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

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

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9.

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

\_\_\_ (ii) (ii) Alternate I (Mar 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (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 (Mar 2020) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (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 (Mar 2020) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

X (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.

X (32) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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).

\_\_\_ (36) 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.)

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\_\_\_ (37) (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.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (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.

\_\_\_ (41) (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.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

\_\_\_ (43) (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** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49) (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.

\_\_\_ (50) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (51) 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).

\_\_\_ (52) 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).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63) (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.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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(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.]

\_X\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 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\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 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).

\_\_\_ (5) 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).

\_\_\_ (6) 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\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (E.O. 13658).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

(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 (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.



## SECTION C – CONTRACT TERMS AND CONDITIONS

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (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. (Jun 2020) (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.

### 52.216-18 Ordering (Aug 2020)

(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 May 1, 2021 through October 31, 2026, with the extension of services option.

(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) A delivery order or task order is considered “issued” when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

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

“(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than 1 day of aircraft availability, 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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

(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.

### 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 364 days after contract expiration.

### 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 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 years and six months.

### 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage – Fringe Benefits
Aircraft Pilot, U.S.A-wide GS-2181-11, Step 1	\$30.11
Fringe benefits such as, life, accident, health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent. Fringe benefits also include 10 paid holidays, paid vacation time 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.	

### 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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).

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.

DOI – Office of Aviation Services (OAS)  
300 Mallard Dr.  
Boise, ID 83706  
Office: (208) 334-9310  
Fax: (208) 334-9303

Contract No.  
On-Call Amphibious Scooping SEAT Flight Services

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.

### SEAT Manager (SEMG) or Airtanker Base Manager

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

- (1) Conduct pre-use inspection.\*
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Record and agree to availability and flight times.
- (5) Approve authorized breaks.
- (6) Suspend Operations
- (7) Complete Contractor evaluation at end of assignment.

\*The pre-use inspection is required each time the aircraft is hired for use. If the pre-use inspection reveals equipment problems the manager should call the appropriate AM Area office and consult with an AM technical specialist.

The OAS Safety Manager.

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

OAS Safety Manager – Contact Information  
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).

## GENERAL CONTRACT TERMS AND CONDITIONS

**C1 Reserved**

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C2 Reserved

### C3 Aircraft Use Report

C3.1 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.

C3.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report 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.

C3.3 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.

C3.4 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.

### C4 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.

### C5 Contractor Personnel Security Requirements

C5.1 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.

C5.2 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.

### C6 Aircraft Insurance

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

### C7 Property and Personal Damage

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

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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. In the event of a spill of either fuel, oil or fire chemicals the contractor shall notify the SEAT manager or Airtanker base manager immediately. The contractor must detail to the government what actions are or will be taken to stop the spill and what actions the contractor is going to take to clean up the spill and rehabilitate the area. Additionally, any cost to the Government as a result of the spill by either contractor aircraft or personnel may be charged to the Contractor and deducted from payments due.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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. 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 onsite manager 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

C10.2.1 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.

C10.2.2 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).

## SECTION C – CONTRACT TERMS AND CONDITIONS

C11.1.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Service Difficulty Reports (SDR) 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 Safety Management System (SMS) Plan

C11.2.1 The Contractor must have and maintain a Safety Management System (SMS) Plan for its organization.

C11.2.1.1 The Contractor must submit within 30 days after contract award an electronic copy of its SMS Plan to the CO and Aviation Safety Manager. The Contractor's SMS Plan should include implemented practices vice a generic ready-made plan that was purchased and never implemented.

C11.2.1.2 The Contractor shall submit electronic updates and/or revisions of their SMS Plan to the CO and agency ASM throughout the life of this contract within 30 days of the revision/update.

C11.2.2 Contractor employees working under this contract must be familiar with the offeror's SMS Plan and be in compliance with its requirements.

C11.2.3 An OAS designated SMS evaluator may at any time conduct interviews with the contractor's employees performing on this contract about their familiarity with the Contractor's SMS Plan. The contractor's adherence to their SMS and the standards within Exhibit 4 may be reviewed during an on-site assurance review and documented in CPARS.

C11.2.4 Additional information on SMS can be found within FAA Advisory Circular 120-92B and the FAA initiatives website. They can be located at:

[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document.information/documentID/1026670](https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1026670)

<https://www.faa.gov/about/initiatives/sms/>

### C12 Mishaps

C12.1 Following a mishap, and based on an investigation by the Agency Investigator In Charge (IIC), Bureau representative, and the CO, the Government will determine whether the Contractor was in compliance with contract terms and conditions or with the Federal Aviation Regulations applicable to the Contractor's operations, offeror policy, procedures, practices, or programs, or whether there was negligence on the part of the offeror officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency IIC, ASM, and CO during the evaluation.

C12.2 Mishap Definitions. As used throughout this contract, the following terms will have the meanings set forth below.

(1) The following terms are as defined in 49 CFR Part 830:

- (i) Aircraft Accident
- (ii) Fatal Injury
- (iii) Incident
- (iv) Operator
- (v) Serious Injury
- (vi) Substantial Damage

C12.2.1 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.2.2 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.2.3 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).

C12.2.4 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.

C12.2.5 Mishap – Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C12.2.6 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 mishap (Form OAS-34 or FS 5700-14). A SAFECOM's sole purpose is for mishap prevention.

C12.3 Mishap Reporting.

C12.3.1 For "Aircraft Accident" or NTSB reportable "Incident", the Contractor must immediately, and by the most expeditious means available, notify the NTSB, CO, and the OAS ASM.

C12.3.2 For any mishap involving damage or injury, or overdue aircraft suspected of having an accident, the Contractor must immediately, and by the most expeditious means available, notify the OAS ASM by calling 1-888-4MISHAP.

C12.3.3 In an effort to prevent future mishaps, the Contractor must report aviation hazards, and maintenance deficiencies.

C12.3.4 The toll-free 24-hour Aircraft Accident Reporting Hot Line number is:  
1-888-4MISHAP (1-888-464-7427)

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C12.4 Mishap Investigations. It is the Department of the Interior's responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C12.4.1 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C12.4.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C12.4.3 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.

C12.4.5 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.

C12.4.6 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.

C12.5 Forms Submission.

C12.5.1 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".

C12.5.2 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 <https://www.safecom.gov/> is preferred. If you're unable to submit via the website, then you may email the form to [admin\\_safecom@ios.doi.gov](mailto:admin_safecom@ios.doi.gov). Otherwise blank SAFECOMs can be obtained from the above internet site.

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

The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a SAFECOM.

C12.6 Pilot Suspension. See Suspension of Pilot in C10.2.

C12.7 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 CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO before taking such actions.

C12.7.1 The NTSB's release of the wreckage does not constitute a release by the CO and the agency Investigator In Charge (IIC).

C12.9 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.

C12.10 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 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**



## SECTION C – CONTRACT TERMS AND CONDITIONS

**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 in the **Fixed Wing Fuel Consumption Chart** Exhibit

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 based upon the effective date stated in the modification.

### CONTRACT PERIOD AND RENEWAL

#### C14 Contract Period

The contract ordering period will be from date of award (estimated May 1, 2021) through April 30, 2026 (if all options exercised) unless otherwise extended as allowed herein.

#### C15 Orders for Services

C15.1 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.

C15.1.1 Except as provided in C15.1.2 below, fair opportunity will be provided for task orders in accordance with FAR 16.505(b). When required by FAR 16.505(b), contractors will be provided an opportunity to submit an offer through a task order request for proposal (TORP). Contractors' pricing for task orders shall not exceed the prices in the IDIQ price schedule. Discounted pricing is permitted. Each TORP will provide applicable evaluation criteria. As required by FAR 16.505(b), all TORPs will include price as an evaluation factor. Award may be made to the lowest

priced, qualified offeror; or award may be made to other than the lowest-priced offeror when it is in the Government's best interests to award to an offeror with higher ratings in non-price evaluation factors; as specified in the TORP.

C15.1.2 Due to the nature of firefighting, urgent orders are likely under this IDIQ. Pursuant to FAR 16.505(b)(2), fair opportunity need not be provided for urgent orders. In such cases, the ordering activity will select the contractor it deems to offer the best value to the Government. Depending on the circumstances, the best value may be determined based on location, price, and/or other considerations at the ordering activities discretion. **Because urgent orders may be issued under the IDIQ without the opportunity to submit a task order proposal with revised pricing, offerors are encouraged to include their best pricing in their IDIQ price proposals.**

C15.1.3 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.

C15.1.4 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.

C15.1.4.1 Contractors shall update their status by calling the National SEAT Coordinator at 1-208-387-5419 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.

C15.2 Task Orders. Task Orders will be placed by the Contracting Officer (CO) for all services under this contract. 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.

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C15.2.1 The Government may issue additional task orders to the contractor in support of special projects, other agencies, etc. If it is found in the Government's best interest to compete and award task orders for known, extended periods at specific locations, a Task Order Request for Proposals (TORP) may be issued seeking pricing for those locations/durations. The TORP will only be issued to holders of IDIQ contracts. See exhibit 11 for specific ordering procedures

C15.3 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.

C15.4 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.

### C16 Authorized Ordering Official

C16.1 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:

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

C16.2 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.

### C17 Add/Remove Aircraft/Equipment After Contract Award(s)

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 or as otherwise deemed necessary by the Government. 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 based on DOI needs. 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.

#### C17.1 Add Aircraft

C17.1.1 Same make, model and series may be offered at the same price as originally awarded and identified in the contract.

C17.1.2 The written request to add an aircraft(s) must include a signed copy of the Add/Remove Aircraft/Equipment Request Form (See Exhibit 16, Section C) and copies of the Aircraft Questionnaire (Exhibit 17, Section C) and Aircraft Information Form (Exhibit 18, Section C). 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.

#### C17.3 Add Equipment

C17.3.1 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 16, Section C).

#### C17.4 Remove Aircraft(s)/Equipment

C17.4.1 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 16, Section C) and submitted to the Contracting Officer.

C17.4.2 If the contractor returns a leased aircraft or sells an aircraft on contract, the contractor is required to notify the 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 Request Form. (See Exhibit 16, Section C)

## 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

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.

### **C18.2 Relief Pilot:**

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

### **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, at their discretion, 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 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

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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.

#### C22.3 Contract Pricing

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

#### 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.

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.

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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 Additional Fuel Service Vehicle/SEAT Support Vehicles with Driver. A daily rate specified in Section A will be paid per day for travel and workdays 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 workdays as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

C25.4 If the Contractor's aircraft is considered unavailable, the contractor may be required to continue to mix, test and load retardant into other contractor's aircraft during the period of unavailability. In this instance, the contractor will be paid an additional daily fee as shown in Section A for each full day the aircraft is in unavailable status. This additional charge must be approved by the CO. This fee represents one person per day with support vehicle. A day is defined as the same for personnel and aircraft.

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.

C25.5.1 Mileage will **not** be paid for transportation to and from lodging accommodations or meals. Use of a rental car for primary pilot and/or primary FSV driver is not authorized.

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.

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 9, 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 for relief crew are airline tickets; car rentals; privately owned vehicle (automobile) at the government FTR rate (currently .54

## SECTION C – CONTRACT TERMS AND CONDITIONS

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. These costs, when added to other invoiced costs for Additional Pay Items, cannot exceed the NTE price established in Section A.

**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. These costs, when added to other invoiced costs for Additional Pay Items, cannot exceed the NTE price established in Section A.

**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.

**C25.10 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 within the lower 48 states 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 Onboarding of Contractors After Initial Award(s)**

The Government reserves the right to announce a new competition (Onboarding) for the purpose of adding additional multiple award, indefinite delivery, indefinite quantity (IDIQ) contract holders. Onboarding procedures may be implemented at any time over the life of the contract (five years from date of initial award) by reopening the competition and utilizing the same basis of award established in the original solicitation 140D8020R0019. Bureau customers will initiate the need for additional contract holders by contacting the CO. The CO will then assess the need for additional support or whether current contract holders can satisfy the need. Should additional support be required, the CO will publicize a notice by modifying the original solicitation, and complete a new source selection. Contracts awarded through these Onboarding Procedures will include the same terms and conditions as those in the basic contract. Neither the overall period of performance nor the ceiling of the basic contract will be revised as a result of implementing the Onboarding procedures.

### **C28 Exhibits**

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

- 1 Alaska Supplement for Fixed Wing Airplanes
- 2 Recognized Airplane Mountain Training Flying Schools
- 3 High Visibility Paint Schemes
- 4 Training Program for Airtankers and Scoopers
- 5 Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
- 6 First Aid Kit and Survival Kit

## SECTION C – CONTRACT TERMS AND CONDITIONS

- |  |  |
|--|--|
| 7 Safety Management System (SMS) Plan/Safety Program               | 13 Transportation Worksheet                        |
| 8 Airplane Approximate “Recommended Cruise” Fuel Consumption Rates | 14 Unavailability Conversion Chart                 |
| 9 Scenario-based SEAT Training                                     | 15 Exclusive Use Task Order Competition Procedures |
| 10 Civil Aircraft Certificate of Insurance                         | 16 Add/Remove - Aircraft/Equipment Request Form    |
| 11 Civil Aircraft Landing Permit                                   | 17 Aircraft Questionnaire                          |
| 12 Civil Aircraft Hold Harmless Agreement                          | 18 Aircraft Information Form                       |

### EXHIBIT 1

#### ALASKA SUPPLEMENT - Fixed Wing

The following provisions shall apply when operating in Alaska. All other provisions not expressly changed herein continue to apply. The reference numbers below for additional requirements correspond to the contract provision(s) numbering. This entire exhibit will only apply and be inspected for when operating in Alaska.

#### B2 Certifications

A Contractor from the lower 48 dispatched to Alaska needs to having Operations Specifications that permit Alaska operations.

#### B6. Aircraft Additional Equipment for Operations in Alaska

B6. Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada when in transit.

B6.12 Personal tents and sleeping bags for the aircraft’s crew for use in field camp environments.

#### B25.1.1 Government Furnished Fuel – When Operating in Alaska

B25.1.1.1 Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.

B25.1.1.2 The appropriate type of fuel (Avgas or Jet fuel), in one of the following grades, will be available at each location:

AVGAS	
100	Jet A
100LL	Jet A-50
	Jet B
	JP-4 or JP-5 or JP-8

## SECTION C CONTRACT TERMS AND CONDITIONS

Operations in Alaska will be scheduled by the Government and paid by the Government in accordance with the contract Availability Requirements and Measurement and Payment Requirements contained in the contract. Additionally, the following will apply.

#### FAR 52.212-4 Contract Terms and Conditions – Commercial Items

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

It is the Contractor’s responsibility to comply with the above, even though this solicitation may not address every individual item that the Contractor may encounter during performance. As a minimum the Contractor should carry and maintain aircraft insurance for operations in Alaska as would be required and to obtain visas for employees as would be applicable if required to enter Canada.

**C9 Additional Aircraft Insurance.** The Contractor must have aircraft insurance coverage for operating in Alaska.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C29 Flight Time

#### C29.5 Ferry flights through Canada

C29.5.1 Northbound flight time thru Canada shall be paid at the wet flight rate until the first enroute stop is required for fuel. The Contractor shall close out the OAS-23 Flight Use report at this time and enter fuel on board. (Contractor will be provided a credit for fuel on board, using the price per gallon contained in the contract) The Contractor shall begin a new OAS-23 Flight Use Report upon resuming flight through Canada. This flight time shall be at the dry flight rate specified in the schedule of items. The Contractor shall be reimbursed for fuel acquired upon submission of an itemized fuel receipt, that identifies the purchase location, type of fuel purchased, gallons purchased, price per gallon, and total cost. Conversion of Canadian currency to US currency shall be made at time of payment.

C29.5.2 Southbound flight time thru Canada shall be paid at the dry flight rate until the first enroute stop is required in the Conterminous Lower 48 States. The Contractor shall close out the invoice at this time, and enter total remaining Government fuel on board. (A deduction will be made for the remaining Government reimbursed fuel at this time) The Contractor shall begin a new invoice line upon resuming flight thru the Conterminous Lower 48 States. The Contractor shall be paid the wet flight rate from this point until such time as they are released from service.

C29.5.4 The cost of fuel purchased and provided by the Contractor in lieu of Government-furnished fuel while operating in Alaska will be reimbursed to the Contractor as provided below:

C29.5.5 The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be purchased by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be used and shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C29.5.6 Government-furnished fuel utilized by the Contractor in support of maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will result in a deduction from the Contractor using the Contractor's offered wet flight rate specified in Section A times the flight time for the Contractor's benefit.

The Government will furnish, transport and store all aircraft fuel required at no expense to the Contractor. **A fuel servicing vehicle and driver are not required.**

### THE BELOW CONTRACT PROVISIONS ARE NOT APPLICABLE WHEN OPERATING IN ALASKA.

**B25 Fuel and Servicing Requirements** – except the Contractor is responsible for furnishing and transporting to the assigned work location any and all required lubricating oil, parts and supplies necessary to operate and service the aircraft.

C12 Economic Price Adjustment – Fuel

C23.2 Fuel Supply Expense



## SECTION C – CONTRACT TERMS AND CONDITIONS

### Exhibit 2

#### 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.

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

**Other flight schools may be considered as approved by OAS 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 an FBO.

## 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.)

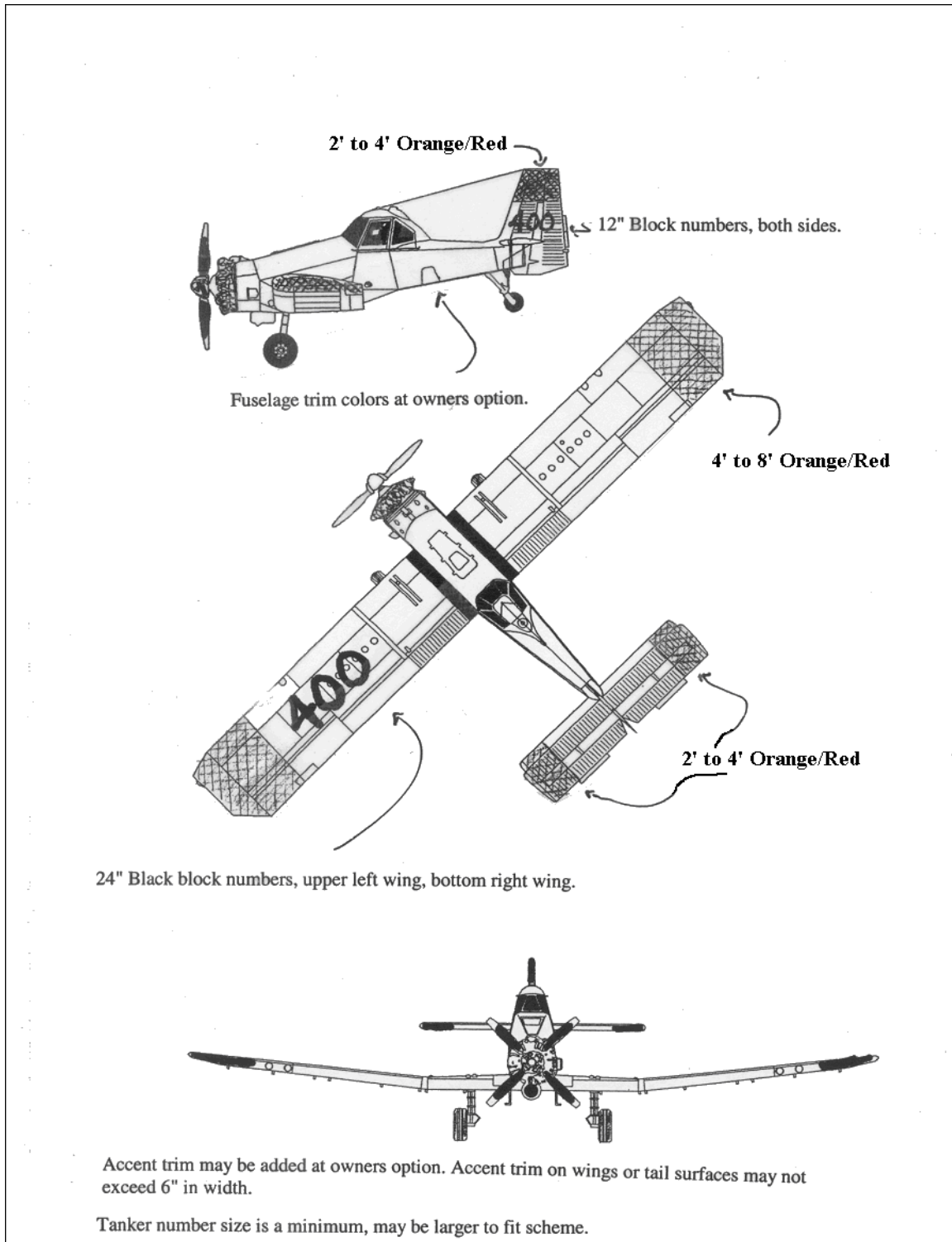
\*\*Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner’s option.

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

**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

### Exhibit 3 High Visibility Paint Schemes for SEAT Aircraft (cont.)



## SECTION C – CONTRACT TERMS AND CONDITIONS

### EXHIBIT 4

#### 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.
    3. Mentoring
  - B. 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
    5. A-200 Accident Review (IAT.gov) review and discuss modules specific to make and model offered.
    6. Standards for Airtanker Base Operations: <https://www.nwcg.gov/publications/508>
    7. Standards for Aerial Supervision: <https://www.nwcg.gov/sites/default/files/publications/pms505.pdf>
  - 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)
  - 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
5. Emergency procedures while Scooping

E. Flight

- |   |   |
|---|---|
| 1. Preflight inspection                       | 12. Inadvertent instrument meteorological condition (IMC) |
| 2. Mixing/loading retardant (when applicable) | 13. Emergency procedures                                  |
| 3. Starting                                   | 14. Descent   |
| 4. Taxi                                       | 15. Landing   |
| 5. Before takeoff checks                      | 16. Postflight  |
| 6. Takeoff                                    | 17. Fire Communications Procedures                        |
| 7. Climb                                      | 18. Operations as a flight (2 or more aircraft)           |
| 8. Slow flight and stalls                     | 19. Fire Traffic Area Procedures                          |
| 9. Mountain and low level                     | 20. Responsibility for Aircraft Separation                |
| 10. Drop procedures                           | 21. Lead Profiles- working with either a LEAD or ASM      |
| 11. Emergency dump                            | 22. Scooping operations                                   |
|   | 23. Asymmetrical Scoop identification and procedures      |
|   | 24. Loss of Directional Control while scooping            |

F. Qualification and checking.

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

III. 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 | 4. Content of operation manual    |
| 2. DOT regulations             | 5. Content of Government contract |
| 3. Hazardous materials         |                                   |

B. Vehicle operation.

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

C. Emergency.

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

## SECTION C – TERMS AND CONDITIONS

### D. Qualification

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

- IV. All training must be documented in a training record kept for each person trained.
- V. Completion standards must be established.
- VI. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.
- VII. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training 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.
- VIII. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.

Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.

SECTION C – TERMS AND CONDITIONS  
Training Program Requirements for Airtankers and Scoopers (continued)

- IX. All training must be documented in a training record kept for each person trained.
- X. Completion standards must be established.
- XI. 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.
- XII. 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.
- XIII. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.
- XIV. Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.



SECTION C – TERMS AND CONDITIONS

**EXHIBIT 5**  
**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

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

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 6

#### FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities.

##### Minimum First Aid Kit Items

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

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

Item	Passenger Seats 0-9	Passenger Seats 10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches (aka “field dressing”)	4	8
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 4.5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair nitrile or nonlatex surgical gloves	1 protective gown	
1 face shield	2 antiseptic towelettes	
1 mouth-to-mouth barrier	1 biohazard disposable bag	

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

##### Minimum Aircraft Survival Kit Items

- Fire starter (can be two boxes of matches in waterproof containers, “metal match” etc.)
- Magnesium fire starter
- Signal mirror
- Whistle
- One knife (includes “multi-tools” with knives)
- Wire saw, axe, hatchet, or machete
- Nylon rope or parachute cord (50 feet, minimum 1/8 inch [3mm] thick)
- Collapsible water container (Sealing clear plastic bag(s))
- Water purification tablets
- Water (one quart per occupant required except when operating over areas without adequate drinking water)
- Food (2 days emergency rations per occupant, with a caloric value of 1,000 calories per day)
- At least one of the following will be in the aircraft:
  - Automated flight following system
  - Satellite phone
  - 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
  - Handheld UHF or VHF radio

##### Alaska Specific

Rations for each occupant to sustain life for one week

One Axe or hatchet

An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

One mosquito head net for each occupant

Two small signaling devices such as colored smoke bombs, railroad fuses, or Very pistol shells, in sealed metal containers;

Laser rescue light

Signal flares (6 each) (non-marine signal flares)

Mosquito repellent containing minimum 40% DEET

Personal Locator Beacon (PLB) **Note:** Required only if aircraft ELT requires tools to be removed.

##### October 15 to April 1

Pair of snowshoes (1)

One sleeping bag (1)

Wool blanket or equivalent for each occupant over 4 years of age (1)

**Note:** A handheld 760-channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

**See the following ALSE link for other recommended survival kit items.**

[https://www.doi.gov/sites/doi.gov/files/uploads/interagency\\_alse\\_handbook\\_v2.8.pdf](https://www.doi.gov/sites/doi.gov/files/uploads/interagency_alse_handbook_v2.8.pdf)

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 7

#### SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The Department of the Interior aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. This exhibit seeks to identify effective and safe aviation operations of a submitter that include implemented policies and practices that support your SMS. These components should be fully integrated into the daily activities of a company. A complete response is required to accurately assess your organization's level of implementation and effectiveness.

#### Safety Management System Components

The Department of the Interior uses a SMS approach to aviation operations which includes safety management policy, safety risk management, safety assurance and safety promotion. The offeror must provide sufficient evidence of implementation for each SMS element listed (below). Include both evidence of implemented policies and records that indicate the SMS is actively functioning. Proposals are evaluated based on the evidence provided and the results that were achieved from the activities that were performed. Responses shall include the exhibit reference number. Blank forms do not suffice as evidence of policy or records of practice.

Companies of different sizes and complexities may approach a SMS in a variety of ways. As such, there may be many significant differences among various operators. Each Offeror should address each of the Safety Policies and Objectives below by providing evidence shows how they define and address the key safety objectives.

Example: For reference number 1, "Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS" a submission could include a copy of the offeror's policy appointing a safety manager and defined duties for the administration of the SMS, a letter or record showing the individual appointed.

Example: For reference number 2 "Provide evidence that the offeror clearly defines key duties, authorities and accountabilities" a submission could include offeror policies identifying the key duties, authorities and accountabilities of key offeror positions and copies of letters or records assigning individuals in those duties.

The Federal Aviation Administration (FAA) AC120.92A and AC12.92B along with the International Standard for Business Aircraft Operations (IS-BAO) can provide expanded explanations and examples of the standards below.

Reference Number	FAA Component	IS-BAO Element	Safety Policy and Objectives
<b>Key Safety Personnel and Commitment</b>			
1	1.3	3.1.3.1	Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS.
2	1	7.1.1	Provide evidence that the offeror clearly defines key duties, authorities and accountabilities on their SMS functions.
3	1	3.1.1.1	Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS.
			Evidence in items 1-3 might consist of duty appointment letters, key safety duty descriptions, organizational structures, and policy that demonstrates that the accountable executive has identified or appointed the structure and key safety personnel and that they are actively involved in the SMS program.
<b>Offeror Operations Manual</b>			
4	1	6.1.1	Provide evidence that Operations Manual contains a flight operations and aircraft maintenance policy.
5	1	6.2.1	Provide evidence the Operations Manual contains operational control system and standing operating procedures (SOP).
6	1	6.1.1	Provide evidence that the Operations Manual is approved by the appointed accountable executive.
7	1	6.1.1	Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained in it is kept up to date.

## SECTION C – TERMS AND CONDITIONS

Reference Number	FAA Component	IS-BAO Element	
			<b>Safety Policy and Objectives</b>
			Evidence in this section will include documented Operations manuals, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives.
<b>Emergency Response Plan</b>			
8	2	3.1.4.1	Provide evidence that the offeror has established a plan to respond to an accident or emergency.
9	1.4	4.1.1	Provide evidence that the offeror has provided duties and training for those who have a role in the emergency response plan.
10	1.4	4.1.1	Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded.
			Evidence in this section might consist of documented and implemented plan that the offeror will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan.
<b>Safety Risk Management</b>			
11	2	3.2.1.1	Provide evidence that the Offeror developed and maintains a formal process to identify <b>and track</b> hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective).
12	2	3.2.1.1	Provide evidence that the offeror has a voluntary or mandatory hazard/threat reporting program.
13	2	3.2.1.1	Provide evidence that the offeror has a policy to conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.
14	2	3.1.2.1	Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the offeror's management when it exceeds a predetermined level.
			Evidence in this section will demonstrate the developed processes to understand the critical characteristics of the offeror systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls. Process should include: System description and task analysis, Hazard identification, Safety risk analysis, Safety risk assessment, and Safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level.
<b>Safety Assurance</b>			
15	3.1	3.3.1.1	Provide evidence that the offeror has a policy or process to verify safety performance in reference to the offeror's performance indicators.
16	3.2	3.3.2	Provide evidence that the offeror maintains a process to identify risks associated with change to the offeror's structure or service.
17	3.1	3.3.3	Provided evidence that the offeror has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS.
			Evidence in this section will show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective.
<b>Compliance Monitoring</b>			
18	3.1	3.5	Provide evidence that the offeror has established audits or assessments (both internal and external) at determined intervals to ensure that their implemented SMS components, are being followed in daily operations.
19	3	3.5	Provide evidence that there is a policy and practice to document audits.
20	13	3.5	Provide evidence of a policy or process to develop an Action Plan (AP) from the audits.

## SECTION C – TERMS AND CONDITIONS

Reference Number	FAA Component	IS-BAO Element	
			<b>Safety Policy and Objectives</b>
			Evidence in this section will demonstrate that the organization has a process to perform regularly scheduled audits, both internal and externally conducted, that they are documented, and that audit findings are analyzed and included in a corrective action plan.
			<b>Safety Promotion</b>
21	4	3.4	Provide evidence that the offeror established and maintains a formal means for safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned.
22	4	3.4	Provide evidence of lessons-learned developed from an incident and shared with the offeror personnel?
23			Provide evidence of a Safety Award system in place and in practice.
			Evidence provided for this section will include a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions. And insure company awareness of the SMS objective to its employees. Items might include lessons learned, impact and safety awards and other programs to provide safety promotion.
			<b>Training Programs</b>
24	4	8.1	Provide evidence that the offeror has a training program that ensures personnel are trained and competent to perform their assigned duties including ground crews and aircrews.
25	4	3.4.1	Provide evidence that there is a documented training plan for initial <b>and</b> recurrent SMS training.
			Evidence in this section will consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities.
			<b>Crew Member Qualifications</b>
26	17	8.5	Provide evidence that the offeror has a program to establish and maintain records for required certificates, medical category, required training, and proficiency checks.
			Evidence in this section will show a process to ensure that crewmembers and other personnel are current on their required certificates, medical exams, and other required training and proficiency checks.
			<b>Maintenance Personnel Qualifications</b>
27	1	15.1	Provide evidence of a process to ensure that the offeror aircraft maintenance/servicing personnel are certificated by the FAA.
28	1	15.2.3	Provide evidence of a process that ensures maintenance personnel are trained and approved by the offeror to conduct specific maintenance.
			Evidence in this section will show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, medical exams, and other required training and recurrent training, and that they are trained to conduct specific maintenance.
			<b>Maintenance Control System</b>
29	1	15.1	Provide evidence that the offeror has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted.
30	1	15.1	Provide evidence that the offeror operations manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel.
31			

## SECTION C – TERMS AND CONDITIONS

Reference Number	FAA Component	IS-BAO Element	
			<b>Safety Policy and Objectives</b>
			Evidence in this section document a process on how the offer will conduct maintenance, manage aircraft records, preventative maintenance, deferred maintenance items or discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs.
<b>Accident History and Hours</b>			
<b>32</b>	N/A	N/A	Total number of manned and unmanned flight hours (separately) separating fixed-wing and rotary-wing aircraft regardless of make and model flown by the organization up to/during the past five calendar years (commencing from the solicitation date). Include any accidents or incidents as determined by the NTSB that met the “substantial damage” criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

## EXHIBIT 8

## Airplane Approximate “Recommended Cruise” Fuel Consumption Rates

AIRCRAFT	GAL/HOUR	AIRCRAFT	GAL/HOUR	AIRCRAFT	GAL/HOUR
<u>AIR TRACTOR</u>					
AT-802-65.....	82T	<u>CASA</u>		<u>MITSUBISHI</u>	
AT-802-67.....	86T	Aviocar 212.....	105T	MU-2.....	77T
AT-802-67F.....	90T				
AT-802-331.....	80T	<u>CONSOLIDATED</u>		<u>MOONEY</u>	
		Convair 580/600.....	338T	Exec.....	10
<u>BEECH</u>					
Baron 55/58.....	29	<u>DE HAVILLAND</u>		<u>NOMAD</u>	
Baron 58P.....	35	Beaver.....	30	22B/24A.....	53T
18/45.....	35	DH-6 Twin Otter.....	82T		
King Air 90 (Series).....	70T	Beaver T.....	40T	<u>NORTH AMERICAN</u>	
King Air 100.....	80T	DH-7.....	234T	AT-6.....	18
King Air 200.....	93T	DH-8.....	183T	T-28.....	80
King Air 300.....	89T				
Mentor T-34.....	14	<u>DORNIER</u>		<u>QUEST</u>	
Mini Liner 99.....	85T	DO-228.....	90T	Kodiak K100.....	47T
Queenair.....	43				
T-Bone B-50.....	45	<u>EMBRAER</u>		<u>PILATUS</u>	
Duke.....	38	PW 115 (1600).....	159T	PC-12.....	77T
Queenair 80.....	34				
Bonanza 33/35/36.....	14	<u>FALCON</u>		<u>PIPER</u>	
		10.....	175T	Super Cub PA-18.....	9
<u>BELLANCA</u>		20.....	240T	Pawnee PA-25.....	13
Citabria/Scout.....	9	50.....	300T	Arrow PA-28R.....	10
				Cherokee PA-28-140/161.....	8
<u>BOEING</u>		<u>FAIRCHILD</u>		Cherokee 6 PA-32.....	14
727.....	1000T	Porter.....	44T	Aztec PA-23.....	27
DC-3T.....	150T	F-27.....	288T	Comanche PA-24.....	15
DC-3.....	93	SF 340.....	161T	Navajo PA-31.....	32
DC-9.....	700T			Cheyenne PA-31T.....	77T
		<u>GRUMMAN</u>		Cheyenne II PA-42T.....	74T
<u>BOMBARDIER</u>		S2F.....	75	Aerostar 600/601/602P/700P.....	33
CL-215.....	150	Goose.....	50	Cheyenne III PA-42T.....	110T
CL-215T.....	237T	Goose T.....	80T	Chieftan PA-31-350.....	34
CL-415.....	237T	Mohawk.....	180T	Lance PA-32-300.....	16
		Albatross.....	160	Seneca II/III PA-34.....	20
<u>BRITTEN-NORMAN</u>		G-I.....	288T	Mojave PA-31P.....	39
Islander.....	30	G-II.....	529T	Malibu PA-46.....	15
		G-III.....	370T	PA-42-1000 400LS.....	75T
<u>CESSNA</u>				<u>QUEST</u>	
L-19.....	11	<u>HELIO</u>		Kodiak.....	47T
172.....	9	Courier.....	20		
180.....	14	Stallion.....	44T	<u>ROCKWELL (Gulfstream)</u>	
182.....	12			680.....	40
182RG.....	14	<u>ISRAEL</u>		500.....	34
185.....	16	1121/1123/1124.....	190T	690A/B.....	80T
188.....	12			Sabreliner.....	200T
206/207.....	16	<u>LOCKHEED</u>		560.....	33
T206/207.....	18	P-3/C-130/Electra 188.....	661T	840.....	65T
210.....	16	Jetstar.....	374T	900.....	55T
T210.....	18			1000.....	57T
320.....	28	<u>LEAR JET</u>			
310.....	32	25.....	220T	<u>SWEARINGEN</u>	
T310.....	34	35/36.....	185T	Merlin II, III SA 226/7.....	78T
337.....	24	55.....	200T		
T337.....	26			<u>SHORT</u>	
401.....	28	<u>MAULE</u>		Skyvan.....	85T
402.....	36	M4-5.....	9		
404.....	46	M7.....	13	<u>VOLPAR</u>	
411.....	34			TurboLiner.....	74T
414.....	36				
421.....	46			<u>VULCANAIR</u>	
340.....	36			P68C.....	20
425.....	56T			P68TC.....	24
441.....	52T				
Citation I.....	140T				
Citation II, III.....	160T				
208 Caravan I.....	53T				

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

**EXHIBIT 9****Scenario Based SEAT training (Required as part of initial qualification for pilots to qualify under B 10.2.7.2)**

<b>Scenario 1: Low level flight in loaded aircraft (contract configured), including delivery of water.</b>	
<b>Hours Flown Scenario 1 (maximum of 5)</b>	
Vendor description of scenario 1 conditions (aircraft type, aircraft configuration, weather, location)	
Aircraft Type	
Gallons Dropped	
Location (Airport ID or Lat./Long.)	
<b>Scenario Description</b>	
<b>After Action Review scenario 1:</b>	



SECTION C – TERMS AND CONDITIONS

<b>Scenario 2: Same configuration as Scenario 1, must include delivery of multiple loads of water utilizing aerial firefighting techniques (outlined in contract required computer based training programs)</b>	
<b>Hours Flown Scenario 2 (maximum of 10)</b>	
Vendor description of scenario 2 conditions (aircraft type, aircraft configuration, weather, location)	
Aircraft Type	
Gallons Dropped	
Location (Airport ID or Lat./Long.)	
<b>Scenario Description</b>	
<b>After Action Review scenario 2:</b>	

SECTION C – TERMS AND CONDITIONS

<b>Scenario 3: Same conditions as Scenario 2, must include simulated IA, simulated fire environment (FTA), emergency drops and be conducted in mountainous terrain .</b>	
<b>Hours Flown Scenario 3 (minimum of 10)</b> <i>*total hours all scenarios must meet B10.2.7.2 (e)</i>	
Vendor description of scenario 3 conditions (aircraft type, aircraft configuration, weather, location)	
Aircraft Type	
Gallons Dropped	
Number of drops	
Location (Airport ID or Lat./Long.)	
If multiple sites were used provide details in AAR field	
<b>Scenario Description</b>	
<b>After Action Review scenario 3:</b>	

**EXHIBIT 10**  
**CIVIL AIRCRAFT CERTIFICATE OF INSURANCE, DD FORM 2400**

<https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2400.pdf>

**EXHIBIT 11**  
**CIVIL AIRCRAFT LANDING PERMIT, DD FORM 2401**

<https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2401.pdf>

**EXHIBIT 12**  
**CIVIL AIRCRAFT HOLD HARMLESS AGREEMENT, DD FORM 2402**

<https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2402.pdf>

# SECTION C – TERMS AND CONDITIONS

## EXHIBIT 13 TRANSPORTATION WORKSHEET

When assigned to an alternate base away from the Designated Base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base **prior** to the relief exchange. **Claims must be supported by itemized invoices.**

**See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information**

<b>DATE</b>	<b>ALTERNATE BASE LOCATION</b>
-------------	--------------------------------

### Relief Exchange – Involved Crew Member(s)

<input type="checkbox"/> Pilot Name	<input type="checkbox"/> Fuel Servicing Vehicle Driver Name	<input type="checkbox"/> Mechanic (If required by contract) Name
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### Scheduled Maintenance

<input type="checkbox"/> Mechanic Name	<input type="checkbox"/> Other Name
Maintenance Accomplished	Reason for providing additional personnel

### ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)

Airline Transportation	Name	\$
Airline Transportation	Name	\$
Charter Aircraft	Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time	\$
Rental Car		\$
Rental Car Fuel		\$
POV	Total Mileage From To	\$
Other (explain)		\$
		\$
		\$
		\$
		\$
		\$

<b>Total ACTUAL Cost</b>	<b>\$</b>
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<b>Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel</b>	Date
Contractor Representative Signature	

**SECTION C – TERMS AND CONDITIONS**

**EXHIBIT 14  
UNAVAILABILITY CONVERSION CHART**

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

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

### **EXHIBIT 15 EXCLUSIVE USE TASK ORDER COMPETITION PROCEDURES**

- (a) The purpose of this exhibit is to describe the process for competing Task Orders (TOs). After award of the IDIQ contracts, the Government may issue a Task Order Request for Proposals (TORP). This competition will be limited to the IDIQ contract holders. When submitting pricing for TORP requests, vendors will be permitted to provide discounts from their IDIQ pricing.
- (b) Task Orders may include options.
- (c) The TORP may require parent contract holders to provide additional pricing and/or technical information.
- (d) Unless a TO requirement meets one of the exemptions listed in FAR 16.505 (b)(2), it will be considered a competitive requirement. Furthermore, each requirement will be considered full and open competition, regardless of dollar value in accordance with the IDIQ contracts.
- (e) Unless noted otherwise in the TORP letter from the CO, the time frame for receipt of proposals is 15 calendar days.
- (f) The Government reserves the right to not award any order(s) after requesting a TORP proposal. Regardless of whether an order is awarded or not, the Government shall not be responsible for the any costs incurred in preparation of the TORP response.
- (g) The ordering office reserves the right to negotiate with TORP offerors.
- (h) All TOs will be issued as FFP or FFP per unit of service IAW IDIQ contracts and based on the pricing offered in response to the TORP.
- (i) . Each TORP request will specify the evaluation criteria and relative order of importance for that particular request.

**EXHIBIT 16**  
**ADD/REMOVE - AIRCRAFT/EQUIPMENT REQUEST FORM**  
**BLM ON CALL SEAT CONTRACT**

**Submit form and applicable attachments to:**

**Email:** christopher\_bothwell@ibc.doi.gov  
**FAX:** 208-433-5032

## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 17 AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

Must have a Standard and/or Restricted Airworthiness Certificate.

Aircraft certified under 14 CFR 23 or 25.

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.

Minimum 1600 Shaft Horsepower

VFR, Day Only

Tank capacity of 799 US gallons.

Aircraft capable of dispensing both water and fire retardant

Endurance of 2 hours and 30 minutes, 600 gallons of water, 200 lb pilot at 3,000' PA 25 degrees Celsius.

Capable of operating from 5,000 ft. gravel runway at @ 3,000ft PA and 25C with an empty tank.

Cruise airspeed of at least 140 kts true airspeed at 7,000 ft. PA and 30° Celsius, empty tank

Aircraft must have the IAB approved or Interim approved gate installed on the aircraft at the time of inspection

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

<b>Aircraft Make and Model</b>	<b>FAA Registration #</b>	<b>Serial #</b>	<b>Cruise Airspeed</b>
<b>Tanker Number(s) If assigned</b>	<b>Fire Gate Model</b>	<b>Engine Installed</b>	
<b>Aircraft Equipped Weight</b> <i>(Your aircraft weight &amp; balance report &amp; equipment list will be used to substantiate this weight – see note 1. below)</i>			
<b>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below</b> <i>(If none, indicate NONE)</i>		<b>Equipment to be Added to Meet the Aircraft Specifications Requirements</b> <i>(If none, indicate NONE)</i>	
<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>	<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> <i>(The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)</i>			

**NOTE 1. By signing below, I acknowledge that I have included the following documentation to support the minimum aircraft requirements in Sections A and B:**

- (1) Current aircraft weight and balance report, as specified in Section B32 Weight and Balance.
- (2) Aircraft Equipment List certified accurate at the time of weighing and any revisions to the list
- (3) Applicable Performance Charts
- (4) Calculations used to show the performance characteristics of the aircraft. Calculations must include weight of aircraft in contract configuration, pilot, and fuel as identified in Section A. (using 6.7 lbs. per gal. for fuel weight and 8.3 lbs. per gal for water weight)
- (5) 14 CFR Part 137 Certificate

**Failure to include the above information, will affect the evaluation you receive for your aircraft. 3. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form	Date
<b>OFFEROR'S NAME</b>	



## SECTION C – TERMS AND CONDITIONS

### EXHIBIT 18 AIRCRAFT INFORMATION FORM REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED

Offeror's Name:				
Aircraft Make and Model:		Aircraft Tail Number:		Tanker Number:

Cruise airspeed (7,000' PA and 30°C) \_\_\_\_\_

Payload \_\_\_\_\_

(with 200 lb. pilot and 2.5 hours of fuel at 3,000' PA and 25°C)

Operating from a 5,000' gravel runway at 3,000' PA and 25°C ☐ Yes ☐ No

Aircraft certified under 14 CFR 23 or 25 ☐ Yes ☐ No

Approved for Alaska operations ☐ Yes ☐ No

Describe any enhancements your aircraft may have.

**This Table completely and accurately completed will be used to determine your aircraft payload capability.**

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 3,000' and 25° C per Aircraft Flight Manual (AFM).	16,000	
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200= <b>7050</b>	
Fuel (2.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	2.5x6.7x86= <b>1,440.5 lbs.</b>	
Pilot	200 lbs	200	
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 2.5 hrs fuel and pilot per contract specifications	7050+864.3+200= <b>8114.3</b>	
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = <b>7885.7</b>	
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			