[SECTION A – REQUIREMENTS AND PRICES 4](#_Toc143193582)

[Contract Acronyms 4](#_Toc143193583)

[A1 Contract Requirement 5](#_Toc143193584)

[A2 Schedule for services and price/costs IDIQ SEAT Services 7](#_Toc143193585)

[SECTION B – TECHNICAL SPECIFICATIONS 12](#_Toc143193586)

[GENERAL REQUIREMENTS 12](#_Toc143193587)

[B1 Scope of Contract 12](#_Toc143193588)

[B2 Certifications 12](#_Toc143193589)

[B3 Reserved 13](#_Toc143193590)

[B4 Contracts, Task Orders, and Modifications 13](#_Toc143193591)

[EQUIPMENT REQUIREMENTS 13](#_Toc143193592)

[B5 Condition of Equipment 14](#_Toc143193593)

[B6 Aircraft Equipment Requirements 14](#_Toc143193594)

[B7 Avionics Requirements 16](#_Toc143193595)

[B8 Fuel Service Vehicle (FSV)-REQUIRED and SEAT Support Vehicle (SSV)–OPTIONAL 20](#_Toc143193596)

[PERSONNEL REQUIREMENTS 23](#_Toc143193597)

[B9 Pilot Requirements 23](#_Toc143193598)

[B10 Pilot Qualifications 23](#_Toc143193599)

[B11 Flight Crewmembers Duty and Flight Limitations 27](#_Toc143193600)

[B12 Personnel Duty Limitations 28](#_Toc143193601)

[B13 Mission Currency and Proficiency 28](#_Toc143193602)

[B14 Mechanic Requirement 29](#_Toc143193603)

[B15 Mechanic Qualifications 29](#_Toc143193604)

[B16 Mechanic Duty Limitations 29](#_Toc143193605)

[B17 Fuel Service Vehicle (FSV) and SEAT Support Vehicle (SSV) Driver Requirement and Qualifications. 29](#_Toc143193606)

[B18 Vehicle Driver Duty Limitations 30](#_Toc143193607)

[OPERATIONS 30](#_Toc143193608)

[B20 Pilot Authority and Responsibility 30](#_Toc143193609)

[B21 Flight Operations 31](#_Toc143193610)

[B22 Security of Aircraft and Equipment 32](#_Toc143193611)

[B23 Personal Protective Equipment (PPE) for Flight Operations 33](#_Toc143193612)

[B24 PPE for Ground Operations 33](#_Toc143193613)

[B25 Fuel and Servicing Requirements 33](#_Toc143193614)

[AIRCRAFT MAINTENANCE REQUIREMENTS 34](#_Toc143193615)

[B26 General - Maintenance 34](#_Toc143193616)

[B27 Airworthiness Directives (ADs) and Manufacturer’s Mandatory Service Bulletins (MMSBs) 34](#_Toc143193617)

[B28 Manuals/Records 34](#_Toc143193618)

[B29 Maintenance 34](#_Toc143193619)

[B30 Maintenance Test Flight 35](#_Toc143193620)

[B31 Time Between Overhaul (TBO) and Life-Limited Parts 35](#_Toc143193621)

[B32 Weight and Balance 35](#_Toc143193622)

[SECTION C-CONTRACT TERMS AND CONDITIONS 37](#_Toc143193623)

[C1 CONTRACT CLAUSES 37](#_Toc143193624)

[*Clauses Incorporated By Reference* 37](#_Toc143193625)

[*Clauses Incorporated by Full Text* 37](#_Toc143193626)

[GENERAL CONTRACT TERMS AND CONDITIONS 48](#_Toc143193627)

[C3 Aircraft Use Report (AUR) 48](#_Toc143193628)

[C4 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013) 49](#_Toc143193629)

[C5 Contractor Personnel Security Requirements 49](#_Toc143193630)

[C6 Aircraft Insurance 49](#_Toc143193631)

[C7 Property and Personal Damage 49](#_Toc143193632)

[C8 Post Award Evaluation of Contractor Performance Contractor Performance Assessment Reporting System (Dec 2015) 50](#_Toc143193633)

[C9 Pre-work Meeting 51](#_Toc143193634)

[ADMINISTRATIVE MATTERS 51](#_Toc143193635)

[C10 Personnel Conduct 51](#_Toc143193636)

[C11 Safety and Accident Prevention 52](#_Toc143193637)

[C12 Mishaps 52](#_Toc143193638)

[C13 Economic Price Adjustment - Fuel 54](#_Toc143193639)

[CONTRACT PERIOD AND RENEWAL 55](#_Toc143193640)

[C14 Contract Period 55](#_Toc143193641)

[C15 Orders for Services 55](#_Toc143193642)

[C16 Authorized Ordering Official 56](#_Toc143193643)

[C17 Add/Remove Aircraft/Equipment After Contract Award 56](#_Toc143193644)

[C18 Availability Requirements 57](#_Toc143193645)

[C19 Schedule of Operations and Reaction Time 58](#_Toc143193646)

[C20 Maintenance During Availability Period 58](#_Toc143193647)

[C21 Unavailability and Damages 58](#_Toc143193648)

[MEASUREMENT AND PAYMENT 59](#_Toc143193649)

[C22 Daily Availability 59](#_Toc143193650)

[C23 Flight Time 59](#_Toc143193651)

[C24 Mobilization/Demobilization 60](#_Toc143193652)

[C25 Additional Pay Items 60](#_Toc143193653)

[C26 Government Miscellaneous Charges 63](#_Toc143193654)

[C28 Exhibits 63](#_Toc143193655)

[SECTION D – INSTRUCTION TO OFFERORS 83](#_Toc143193656)

[D1  General Information 83](#_Toc143193657)

[D2  North American Industry Classification System (NAICS) Code and Small Business Size Standard 83](#_Toc143193658)

[D3  Instructions to Offerors – Commercial Items (52.212-1 MAR 2023) 83](#_Toc143193659)

[D4 Evaluation—Commercial  Items (52.212-2 Nov 2021) 86](#_Toc143193660)

[SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS 89](#_Toc143193661)

[Provisions Incorporated by Reference 89](#_Toc143193662)

[Provisions Incorporated by Full Text 89](#_Toc143193663)

[EXHIBITS 90](#_Toc143193664)

# SECTION A – REQUIREMENTS AND PRICES

## Contract Acronyms

AC Advisory Circular

AD Airworthiness Directive

ADS-B Automatic Dependent Surveillance – Broadcast

AFF Automated Flight Following

AFM Aircraft / Airplane Flight Manual

AGL Above Ground Level

ALSE Aviation Life Support Equipment

AMOC Alternate Means of Compliance

AMS Aviation Management System

A&P Airframe and Power plant

APCO Association of Public-Safety Communications Officials

AQD Acquisition Services Directorate

ASM Aviation Safety Manager

ASTM American Society for Testing and Material

ATBM Airtanker Base Manager

ATC Air Traffic Control

ATGS Air Tactic Group Supervisor

AUR Aircraft Use Report

BIA Bureau of Indian Affairs

BLM Bureau of Land Management

CFR Code of Federal Regulations

CAS Close Air Support

CO Contracting Officer

COR Contracting Officer’s Representative

COTR Contracting Officer’s Technical Representative

CPARS Contractor Performance Assessment Reporting

CRM Crew Resource Management

CTCSS Continuous Tone Coded Squelch System

DG Directional Gyro

DM Degrees/Minutes/Decimal Minutes

DOI Department of Interior

DOT Department of Transportation

EFB Electronic Flight Bag

EI Energy Institute

ELT Emergency Locator Transmitter

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FAR Federal Acquisition Regulations

FBO Fixed Base Operator

FSV Fuel Service Vehicle

FTA Fire Traffic Area

FTR Federal Travel Regulations

GACC Geographic Area Coordination Center

GVW Gross Vehicle Weight

GPM Gallons per Minute

GPS Global Positioning System

IAB Interagency Airtanker Board

IAT Interagency aviation

ICA Instructions for Continued Airworthiness

ICAO International Civil Aviation Organization

ICS Intercommunication System

IDIQ Indefinite Delivery Indefinite Quantity

IFR Instrument Flight rules

IIC Agency Investigator in Charge

IMC Instrument Meteorological Condition

IPP Invoice Processing Platform

MCTF Mission Currency Training Flight

MDA Minimum Descent Altitude

MFD Multifunction Display

MMSB Manufacturer’s Mandatory Service Bulletins

MTOW Maximum Takeoff Weight

NAC National Access Code

NAICS North American Industrial Classification System

NAFA National Aerial Firefighter Academy

NFPA National Fire Protection Association

NICC National Interagency Coordination Center

NOAA Nation Oceanic and Atmospheric Administration

NOE Nap-Of-The-Earth

NTE Not To Exceed

NTSB National Transportation Safety Board

NWCG National Wildfire Coordinating Group

OAS Office of Aviation Services

OEM Original Equipment Manufacturer

PI Project Inspector

PIC Pilot-In-Command

POA Privately Owned Aircraft

POC Point of Contact

POH Pilot Operating Handbook

POV Privately Owned Vehicle

PPE Personal Protective Equipment

PSI Pounds per Square Inch

PTT Push to Talk

PTS Practical Test Standards

QPL Qualified Products List

RFP Request for Proposals

SABO Standards for Airtanker Operation

SAIB Special Airworthiness Information Bulletins

SEMG SEAT Manager

SEAT Single Engine Airtanker

SECO SEAT Coordinator

SIC Second In Command

SL Service Letters

SMS Safety Management System

SPCC Spill Prevention, Control, and Countermeasure

SRM Single-Pilot Resource Management

SSV Seat Support Vehicle

STC Supplemental Type Certificate

T&M Time and Materials

TBO Time Between Overhaul

TFR Temporary Flight Restrictions

TGID Talk Group IDs

TO Task Order

TORP Task Order Request for Proposals

TSO Technical Service Order

UAM Unit Aviation Manager

UAS Uncrewed Aircraft System

UAT Universal Access Transceiver

UL Underwriter’s Laboratory

USB Universal Serial Bus

USFS United States Forest Service

VFR Visual Flight rules

VNE Never Exceed Airspeed

VSWR Voltage Standing Wave Ratio

## A1 Contract Requirement

SEAT SERVICES – VARIOUS LOCATIONS

The intent of this contract is to provide Single Engine Airtanker (SEAT) Flight Services for the Bureau of Land Management (BLM), Bureau of Indian Affairs, (BIA), United States Forest Service (USFS) and other federal and state agencies (through cooperative agreement subject to the ordering procedures and legal limitations applicable to the underlying IDIQ Contracts.) as needed for the suppression of wildland fires. The Government may use this Indefinite Delivery Indefinite Quantity (IDIQ) contract to fulfill any need for SEAT services for wildland fire suppression including task orders (TOs) with very long or very short periods of performance, and TOs with options. When required by Federal Acquisition Regulation (FAR) 16.505, or as otherwise appropriate, TOs may be competed among the multiple IDIQ-holders. These TOs may be competed using a multitude of evaluation factors (see Exhibit 11). The relative weight of the price and any non-price evaluation factors will be included in the Task Order Request for Proposals (TORP). For some TO 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). The Government may also have a need for a SEAT Support Vehicle (SSV) (or combination FSV/SSV). SSVs (if ordered) will be priced as an additional pay item as noted in the additional pay items table, and ordered when needed. The performance period for this IDIQ contract is five years.

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

**ITEM 1 DESCRIPTION:** Type 3 Airtanker equipped as specified in Section B.

Aircraft Required: One (1) or more turbine powered (minimum 1220 SHP), Interagency Airtanker Board (IAB) approved Type 3 Airtanker equipped as specified in Section B.

Fuel Service Vehicle: One FSV per aircraft equipped as specified in Section B.

Crew Complement Required per Aircraft:

* One primary pilot with Level I or Level II endorsement, one relief pilot with Level I or Level II endorsement. It is the responsibility of the Vendor to provide a trained, prepared, and proficient pilot that meets the requirements of the contract and Exhibit-1. Any Government provided training is supplemental to the Vendor required training.
* One FSV driver/operator and one relief driver/operator. It is the responsibility of the Vendor to provide a trained, prepared, and proficient FSV driver/operator (SSV driver/operator when applicable) that meets the requirements of the contract and Exhibit-1.

Reporting Locations: Various throughout the United States

Minimum Aircraft Requirements:

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

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

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

Visual Flight Rules (VFR), Day Only.

Minimum tank capacity of 800 US gallons.

Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.

Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.

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

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

**Note 1**: All exhibits applicable to this contract are included at the end of Section C.

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

* Air Tractor Fire Gate Gen 1, Gen 2, and Gen 3.
* Hatfield Gate
* Hydromax Gate

**ITEM 2 DESCRIPTION:** Type 4 Airtanker equipped as specified in Section B.

Aircraft Required: One (1) or more turbine powered, Type 4 Airtanker equipped as specified in Section B.

Fuel Service Vehicle: One FSV per aircraft equipped as specified in Section B.

Crew Complement Required per Aircraft: One primary pilot with Level I or Level II endorsement, one relief pilot with Level I or Level II endorsement, one FSV driver/operator and one relief driver/operator.

Reporting Locations: Various throughout the United States

Minimum Aircraft Requirements:

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

Aircraft certified under CAR 3, 14 CFR 23 or 25 (See B2).

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

VFR, Day Only.

Minimum Tank capacity of 500 US gallons

Payload minimum 4,600 pounds with 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.

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

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

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

**Note:** All exhibits applicable to this contract are included at the end of Section C.

## A2 Schedule for services and price/costs IDIQ SEAT Services

|  |  |
| --- | --- |
| **OFFEROR NAME** |  |
| **Contractor Base of Operation** |  | **Use Periods**Date of Award or May 01, 2024 whichever comes first, through April 30, 2029 |

**NOTE: Offerors are permitted to provide separate pricing for Type 3A, Type 3B, and Type 4 aircraft, and may do so by copying this schedule and providing a separate schedule for Type 3A, Type 3B, and Type 4 aircraft. All aircraft of the same type must be priced the same.**

**Only aircraft on this listing will be considered when evaluating offerors for contract award. Offerors may add additional lines if more than 9 aircraft are included in an offerors proposal. Each aircraft is required to be accompanied by a fuel service vehicle**

|  |
| --- |
| **LIST OF AIRCRAFT**  |
|  | Make/Model  | FAA Registration # and Tanker #  |
|  | Make/Model  | FAA Registration # and Tanker #  |
|  | Make/Model  | FAA Registration # and Tanker #  |
|  | Make/Model  | FAA Registration # and Tanker #  |
|  | Make/Model  | FAA Registration # and Tanker #  |
|  | Make/Model | FAA Registration # and Tanker # |
|  | Make/Model | FAA Registration # and Tanker # |
|  | Make/Model | FAA Registration # and Tanker # |
|  | Make/Model | FAA Registration # and Tanker # |

Daily Rate anticipated to be used for deployments ordered on a daily basis. The below rates are the ceiling rates for this contract.

|  |
| --- |
| **Rate Schedule for the First Year of the Contract: May 01, 2024 – April 30, 2025** |
| **Pay Item Descriptions** | **Pay ItemCode** |  | **Units** | **UnitPrice** | **Total** |
| **DAILY AVAILABILITY** | AV |  | DAY |  |  |
| **FLIGHT HOURS (estimated)** | FT |  | HOUR |  |  |
| **Additional pay items (Time and Materials (T&M) line item)** **The additional pay item estimated amount is calculated by the agency and is for funding purposes only. The amount implies no guarantee. See the Rate Table for possible Additional Pay Items.** | $30,000.00 |

|  |
| --- |
| **Rate Schedule for Second Year of the Contract: May 01, 2025 – April 30, 2026** |
| **Pay Item Descriptions** | **Pay ItemCode** |  | **Units** | **UnitPrice** | **Total** |
| **DAILY AVAILABILITY** | AV |  | DAY |  |  |
| **FLIGHT HOURS (estimated)** | FT |  | HOUR |  |  |
| **Additional pay items (T&M line item)** **The additional pay item estimated amount is calculated by the agency and is for funding purposes only. The amount implies no guarantee. See the Rate Table for possible Additional Pay Items.** | $30,000.00 |

|  |
| --- |
| **Rate Schedule for Third Year of the Contract: May 01, 2026 – April 30, 2027** |
| **Pay Item Descriptions** | **Pay ItemCode** |  | **Units** | **UnitPrice** | **Total** |
| **DAILY AVAILABILITY** | AV |  | DAY |  |  |
| **FLIGHT HOURS (estimated)** | FT |  | HOUR |  |  |
| **Additional pay items (T&M line item)** **The additional pay item estimated amount is calculated by the agency and is for funding purposes only. The amount implies no guarantee. See the Rate Table for possible Additional Pay Items.** | $30,000.00 |

|  |
| --- |
| **Rate Schedule for Fourth Year of the Contract: May 01, 2027 – April 30, 2028** |
| **Pay Item Descriptions** | **Pay ItemCode** |  | **Units** | **UnitPrice** | **Total** |
| **DAILY AVAILABILITY** | AV |  | DAY |  |  |
| **FLIGHT HOURS (estimated)** | FT |  | HOUR |  |  |
| **Additional pay items (T&M line item)** **The additional pay item estimated amount is calculated by the agency and is for funding purposes only. The amount implies no guarantee. See the Rate Table for possible Additional Pay Items.** | $30,000.00 |

|  |
| --- |
| **Rate Schedule for Fifth Year of the Contract: May 01, 2028 – April 30, 2029** |
| **Pay Item Descriptions** | **Pay ItemCode** |  | **Units** | **UnitPrice** | **Total** |
| **DAILY AVAILABILITY** | AV |  | DAY |  |  |
| **FLIGHT HOURS (estimated)** | FT |  | HOUR |  |  |
| **Additional pay items (T&M line item)** **The additional pay item estimated amount is calculated by the agency and is for funding purposes only. The amount implies no guarantee. See the Rate Table for possible Additional Pay Items.** | $30,000.00 |

**ADDITIONAL 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 which boxes apply)** **YES or NO \_ \_** |
| **Additional FSV/SSV 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 (C18.1) | EP | INDEFINITE | HOUR | $ 75.00 |
| B. | Extended Standby – Driver (C18.1)  | ET | INDEFINITE | HOUR | $ 55.00 |
| C. | Additional Fuel Service Vehicle or SSV (C25.2) | SD | INDEFINITE | DAY | $650.00 |
| D. | Additional Driver/Loader Only (C25.3) | P01 | INDEFINITE | DAY | $350.00 |
| E. | Fuel Servicing Vehicle Mileage (C25.5) | SML | INDEFINITE | Mile | $ 2.64 |
| F. | Retardant Labor during Unavailability Period (C25.4) | P01 | INDEFINITE | DAY | $350.00 |
| G. | Mix, Test and Load Retardant (C25.6) | P55 | INDEFINITE | GAL | $ .25 |
| H. | Contractor Miscellaneous Expenses (C25.7) | SC | INDEFINITE  | EACH | Actuals |
| I. | Training Daily (C25.9.1.1) | TD | 10 Days / Year | DAY | $650.00 |
| J. | Per Diem (C25.1) | PD | INDEFINITE | EACH | Per FTR |

**A2.2 Minimum Guarantee/Maximum Quantity -The Minimum Guarantee under the contract, as required by FAR 16.504(a)(1) , is $500.00, which will be obligated on a TO at contract award. If no aircraft are ordered for an amount that exceeds the stated Minimum Guarantee by the end of the fifth ordering period then the guarantee can be submitted through the Invoice Processing Platform (IPP) and paid to each vendor.   The minimum Order Quantity as specified in FAR Clause 52.216-22 is $500.00. The Maximum IDIQ quantity will be a shared ceiling that will be established at contract award.**

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

**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 |  | TypeAircraft  | [ ]  Jet Fuel |
| Base Price |  | Reference Price |
| Effective Date | **Insert (award) date** | Effective Date |  |
| Source Document | **ORIGINAL CONTRACT** | Source Document |  |
| Difference | $ X consumption rate of  |  |  |
| Old Flight Rate | varies | New Flight Rate | Increase Due |  |
| Re-established Base Price |  | Effective Date |  |
|  |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | **JET FUEL****$/GAL** |
| Luxivair (KSBD) | 909-362-6068 | San Bernardino, CA |  $ 5.00  |
| Cutter Aviation Service (KABQ) | 505-842-4184 | Albuquerque, NM |  $ 7.43  |
| Million Air (KTUS) | 520-889-6327 | Tucson, AZ |  $ 6.99  |
| Sphere One Av. (KCDC) | 435-586-4504 | Cedar City, UT |  $ 7.00  |
| Western Aircraft (KBOI) | 208-338-1800 | Boise, ID |  $ 6.89  |
| Edwards Jet Center (KBIL) | 406-252-0805 | Billings, MT |  $ 5.99  |
| West Star Aviation (KGJT) | 970-243-7500 | Grand Junction, CO |  $ 7.68  |
| Atlantic Aviation (KRNO) | 775-858-7300 | Reno, NV |  $ 7.90  |
| Pangborn Aviation Service (KEAT) | 509-886-0233 | Wenatchee, WA |  $ 6.30  |
| Burns Municipal Airport (KBNO) |  |  | $ 6.00 |
|  | **Average** | **$6.72 per gallon** |

**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 SEAT airplane flight services to support water/retardant application for fire suppression operations in the 48 contiguous United States. Airplanes must be approved for use as SEATs in support of the BLM, BIA, USFS, and other federal and state agencies (through cooperative agreements subject to the ordering procedures and legal limitations applicable to the underlying IDIQ Contract(s)) as needed. Contractor services include provision of an aircraft, personnel, FSV, and all other associated equipment as prescribed in this contract.

B1.1.1 Multiple IDIQ contracts will be awarded. TOs will be competed and awarded for known, extended periods at specific locations.

B1.1.2 During the TO period, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day.

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.

## B2 Certifications

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

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

B2.2 Type 3 Airtanker contract aircraft must be certificated under 14 CFR Part 23 or 25. Type 4 airtanker contract aircraft must be certificated under 14 CFR 23, 25 or CAR 3. All aircraft must have parts manufacturing and engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Aircraft must also be certificated in the restricted category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work or certificated in a standard airworthiness category under 14 CFR Part 21.187 “Multiple Airworthiness Certification”. Surplus or previously type-certificated armed forces aircraft will not be used. The installation of any special equipment for this contract must be Federal Aviation Administration (FAA) approved.

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

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

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

B2.3 Operations Manual Requirements

The Contractor is required to have and use a written operations manual. The manual must include the company’s standard operational procedures for each model of contracted aircraft. At a minimum, the manual must include the following procedures:

B2.3.1 Method for calculating current aircraft weight, balance and performance based on actual loads and environmental conditions. Procedures for identifying limitations and remaining within limitations. Procedures for retaining load calculation data. Load calculations must be retained for 30 calendar days.

B2.3.2 FAA approved inspection program, to include completion of 14 CFR 91 required airworthiness inspections, and approval for return-to-service in accordance with 14 CFR 43.5.

B2.3.3 Reserved

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

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

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

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

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

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

B2.3.10 One copy of the manual must be maintained at the operator's principal operations base. Additional copies (current electronic copies are acceptable) must be readily available to pilots and support personnel while on contract away from the base.

B2.3.11 One complete electronic copy of the Contractor’s operations manual is required to be submitted within 30 calendar days of award of contract to the Contracting Officer (CO) and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates within 30 calendar days of the update or at a minimum annually, that are made to their operations manual to the CO throughout the life of the contract.

B2.4 Training, Recruitment and Retention Program Requirements

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

B2.4.1 This training program must have written initial and recurrent training curriculums. See the Training Program Requirements for Air-tankers and Scoopers (Exhibit 1) for the minimum requirements a training program must have.

B2.4.2 One complete copy (an electronic copy is acceptable) of the Contractor’s training, recruitment and retention program is required to be submitted within 30 calendar days of award of contract to the CO and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates within 30 calendar days of the update or at a minimum annually, that are made to their training program to the CO throughout the life of the contract.

## B3 Reserved

## B4 Contracts, Task Orders, and Modifications

B4.1 The Contractor must maintain a complete, current copy of the contract, TOs, and modifications (if applicable) in each contract aircraft throughout the performance period.

B4.2 The pilot must have TO information (i.e.TO number, performance period) in their possession prior to any flights under this contract and make this information available to government representatives on request.

B4.3 Electronic copies of contracts and TOs 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 vehicle(s) and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed on either aircraft or fuel/support vehicle.

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

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

B5.3.1 See the Unacceptable Lap Belt and Shoulder Harness Conditions (Exhibit 2) 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). Equivalent neutralizers are acceptable.

## 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.

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

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

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

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

Preflight After landing

Before starting engines Shutdown

Before takeoff Emergencies:

Cruise - Fuel

Before drop - Electrical

After drop - Hydraulic

Before landing - Mechanical

B6.6.3 Each aircraft must carry paper or electronic charts (in addition to loading charts found in the AFM) that will assist the pilot in determining the appropriate retardant/suppressant load capability for the environmental conditions present within authorized maximum weight limits for that specific aircraft. The considered environmental conditions must include outside air temperature and pressure altitude, at a minimum. The charts will not supersede any FAA approved or recognized manuals or charts. Regardless of media, the charts must be in the aircraft and accessible to the pilot throughout all flight. Pilots must be trained and knowledgeable in its use. Loading data shall be retained in accordance with B20.8.

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

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

B6.7.1 Offered Type 3 SEAT’s must be IAB approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document can be found at: [https://www.nwcg.gov/committees/interagency-airtanker-board](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.nwcg.gov%2Fcommittees%2Finteragency-airtanker-board&data=05%7C01%7Cangelina_clements%40ibc.doi.gov%7C13dec1b35da74dde25bb08db65f54bcc%7C0693b5ba4b184d7b9341f32f400a5494%7C0%7C0%7C638215876431315978%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=btBQtBpdt49nU8vNgba7wksi9Ao9qbkIsZuE9Lb7o2g%3D&reserved=0)

B6.7.2 All systems must have an emergency dump feature that enables the pilot to drop the load in less than 6 seconds by using the normal “dump handle” (the lever normally used for operating the gate during the application of dry material such as seed or fertilizer) in a single, one-step operation. An operational check of this feature must be accomplished and documented within 30 calendar days of the annual Office of Aviation Services (OAS) inspection AND every 30 calendar 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.

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

B6.7.2.3 Emergency systems dependent on pre-charged bottles must have a positive means of checking the air/gas precharge system pressure in addition to the gate system hydraulic pressure prior to the first flight of the day. If the positive means of checking is an operational check, rather than a real-time pressure gauge, the procedures for that operational check must be incorporated into the pilot's preflight checklist and the company's training program".

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

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

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

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

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

B6.8 Aircraft marking. The aircraft must have a high visibility paint scheme. See the High Visibility White and Red Paint Scheme for SEAT Aircraft (Exhibit 3) for suitable colors and contrasting markings.

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

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

B6.10 A survival kit containing items specified in First Aid and Survival Kit (Exhibit 4) must be carried aboard the aircraft on all flights and must be included in weight and balance load calculations.

B6.11 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit (see Section C) must be carried aboard the aircraft on all flights.

## B7 Avionics Requirements

**B7.1 General**

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* ([FS/OAS\_A24](https://www.nifc.gov/sites/default/files/NIICD/docs/avionics/FSOAS_A24F.pdf)F.pdf)(copies available upon request from OAS Avionics, or the most recent list may be found online at: <https://www.nifc.gov/resources/NIICD/niicd-documents> **.**

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

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

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

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

B7.2.4 Transmitters shall 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 shall not be used with communication transceivers.

B7.2.5 All  installed transceivers must be placarded with designations matching the transmitter/receiver controls on the installed audio control system(s).

**B7.3 Communications Systems**

B7.3.1 One automatic-fixed Emergency Locator Transmitter (ELT), certified under TSO-C126 (or newer) which must be installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). If not powered by its own, integral battery, the ELT remote switch/light must be powered by unswitched aircraft power. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO-C126 and newer ELTs 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.

B7.3.1.1 Reserved

B7.3.1.2 Reserved

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. The transceivers must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers’ operational controls must be mounted so they are readily visible and accessible to the pilot. Although not required by Federal Aviation Regulations, the aircraft’s radio call sign (normally the aircraft registration number) must be displayed on the instrument panel, in view of the flight crew.

B7.3.3 One P25-compliant VHF-FM transceivers. 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 Continuous Tone Coded Squelch System (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 Automated Flight Following (AFF) Program

B7.3.5.1 One satellite-based aircraft tracking hardware compatible with the government’s AFF Program ([https://www.aff.gov](https://www.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.gov. For questions about current compatibility requirements, select the “HELP” button at [https://www.aff.gov](https://www.aff.gov/).

B7.3.5.2 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.

B7.3.5.3 AFF communications must be fully operational in all areas of operation at all times. 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.

B7.3.5.4 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](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 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

B7.3.5.5 Registration contact information, a web accessible feedback form, and additional information is available at: [https://www.aff.gov](https://www.aff.gov/).

B7.3.5.6 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.gov (indicating it is currently transmitting data to AFF.gov) and that all information displayed in AFF.gov is current. A username and password are required to access AFF.gov. Log on to the AFF website at [https://www.aff.gov](https://www.aff.gov/) to request a username and password.

B7.3.5.7 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.

B7.3.5.8 This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/documents/Specification_Section_Supplement.pdf> with the same force and affect as if they were presented as full text herein.

B7.3.5.9 Reserved

**B7.3.6 Reserved**

**B7.4 Navigational Systems**

B7.4.1 At least one of the following VFR navigations systems must be installed:

B74.1.1 One permanently installed, panel-mounted Global Positioning System (GPS) system utilizing an approved, fixed external aircraft antenna. The navigational databases must be updated at least annually.

B7.4.1.2 One portable Aviation GPS unit (Garmin GPS 660 or 760 etc..) utilizing aviation-based software providing overhead orientation. Unit must be connected to remote antenna separate from GPS unit. Navigational databases must be updated at least annually.

B7.4.1.3 One tablet or mobile device, minimum size of 3.0 inches wide x 1.5 inches high, utilizing aviation application software (Foreflight, Gamin Pilot etc..) that incorporates overhead orientation and georeferencing of aircraft position on the map The display must show aircraft position in relation to airspace boundaries, including military, controlled, and restricted areas. Application software must allow for disabling of internal GPS sourcing and allow for sourcing of external remote GPS antenna signal. Application software subscription must be current.

B7.4.2 All GPS systems must allow for continuous application of aircraft electrical power through circuit protected source.

B7.4.3 All GPS Systems must use WGS-84 datum and reference latitude and longitude coordinates in degrees, minutes, decimal minutes (DM) mode.

B7.4.4 Reserved

B7.4.5 All GPS Systems must ensure secure mounting and shall be located in a position to provide the PIC a clear view of aircraft panel and the unit display and unrestricted access to aircraft and unit controls.

B7.4.6 Portable Aviation GPS units, GPS tablets, or mobile GPS device systems will not be used for aircraft primary navigation in aircraft conducting IFR operations.

B7.4.7 Reserved

B7.4.8 Reserved

B7.4.9 Reserved

B7.5 Audio Systems

 B7.5.1 One audio control system for the pilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios. Each system must also allow the pilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Transmitter selection controls must be provided for the microphone/PTT inputs. The system must be configured so the pilot may simultaneously select and utilize a different transmitter via their respective microphone/PTT and single set of jacks through which the helmet-mounted, noise-cancelling microphone and earphones are connected. Whenever a transmitter is selected, the companion receiver audio must automatically be selected. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the audio control system.

B7.5.1.1.1 Reserved

B7.5.1.2 Receiver selection and operation. Receiver controls must be provided for the pilot to select audio from one or any combination of available receivers. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The audio system(s) controls must be located and arranged so that the pilot, when seated, have full movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 Reserved

B7.5.3 Earphones, microphones, PTT’s, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type model 5060‑2, military dynamic type M‑87/AIC with type CE‑100 TR preamplifier, or equivalent) with U‑174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 A single U-92A/U type connector jack, which will accept a U-174/U type plug, and provide the ICS and radio functions as specified above, must be furnished at each required station.

B7.5.3.2 In lieu of B7.5.3.1, J-033 and J-034 type connector jacks may be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

B7.5.3.3 Reserved

B7.5.4 Reserved

**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 inspected and tested every 24 months in accordance with 14 CFR 91.413.

B7.6.2 Reserved

B7.6.3 Reserved

B7.6.4 Reserved

B7.6.5 The Contractor must ensure availability or furnish a cellular telephone for use by the PIC. Personal cell phones are acceptable. The cellular telephone must be provided with service to the area of the contiguous 48 States. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The Contractor must provide the number of the cellular telephone to Government personnel when requested.

**B7.6.6 Automatic Dependent Surveillance – Broadcast (ADS-B)**

B7.6.6.1 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.

B7.6.6.2 ADS-B IN system is required, must be TSO-approved, receive both UAT and 1090ES, and be interfaced to a multifunction display (MFD) capable of displaying TIS-B traffic and FIS-B weather.

B7.6.6.3 All furnished ADS-B OUT systems must allow the pilot the capability to edit the aircraft flight ID in the cockpit without the need for additional tools or equipment. The Contractor must ensure that the pilot is properly trained to be able to change the aircraft flight ID when requested by Government personnel. All flight ID changes must comply with 14 CFR 91.227(d)(7).

B7.6.7 Two circuit breaker-protected USB charging ports for powering EFBs, GPS devices, tablets, etc. The ports must be approved under TSO-C71, each be equipped with USB connectors, each providing a maximum of 2.1A power at 5VDC and mounted in a location convenient to the pilot and copilot/observer positions.

B7.6.8 Reserved

B7.6.9 Reserved

## B8 Fuel Service Vehicle (FSV)-REQUIRED and SEAT Support Vehicle (SSV)–OPTIONAL

B8.1 The Contractor must provide one FSV for each (aircraft) required by a TO. The FSV will 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 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 FSV. The Contractor must equip and maintain the vehicle as shown below:

B8.2.1 The FSV must be capable of transporting fuel at posted highway/freeway speeds.

B8.2.2 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.

B8.2.3 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.

B8.2.4 Fuel tanks must be securely fastened to the vehicle frame in accordance with Department of Transportation (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.

B8.2.4.1 All tank inlet ports, 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.

B8.2.5 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.

B8.2.6 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 must 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.

B8.2.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention.

B8.2.7.1 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 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. 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

B8.4 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. Contractors should consult with filter manufacturer’s data to determine compatibility.

Note: The use of EI Specification 1583 7th edition filter monitors is no longer authorized. Filter vessels must be converted to media meeting EI 1581 specifications unless a replacement media has been approved that better suits the equipment configuration. Filter manufacturers have been working to develop alternative filtration to EI 1583 specification filtration.

|  |  |
| --- | --- |
| Total Solids | 0.26 mg/litre (1.0 mg/U.S. gal) average0.5 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 pounds per square inch (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)

• Check bonding cable for damage and verify continuity to FSV.

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

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, [https://www.reichertai.com/featured/rhino-optical-refractometers](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.reichertai.com%2Ffeatured%2Frhino-optical-refractometers&data=05%7C01%7Cangelina_clements%40ibc.doi.gov%7C13dec1b35da74dde25bb08db65f54bcc%7C0693b5ba4b184d7b9341f32f400a5494%7C0%7C0%7C638215876431159827%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=lw6%2FjOUpfHWiChvHm8w5gwa3jsvPP%2BISb2Ab%2BtfbEyw%3D&reserved=0)). Equivalent refractometers are acceptable.

**PERSONNEL REQUIREMENTS**

## B9 Pilot Requirements

B9.1 The Contractor must furnish at least one qualified SEAT pilot for each day the aircraft is required to be available. TORPs will specify the level of SEAT pilot required, the schedule, and may cancel the requirement for a relief pilot.

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

B9.1.2 The relief PIC may be either Level I or Level II qualified.

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

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

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

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

## B10 Pilot Qualifications

B10.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the Contracting Officer’s Technical Representative’s (COTR’s) discretion.

B10.2 Minimum PIC Qualifications.

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

B10.2.1 A FAA commercial pilot certificate or higher with airplane category, single engine land class and instrument airplane rating. Pilots are not required to maintain IFR currency per FAR 61.57.

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(a).

B10.2.4 Reserved

B.10.2.5 The Contractor must complete an OAS-64A for each contract pilot. The OAS-64A must be submitted to the OAS Inspector Pilot annually, and prior to any carding or pilot inspection event.

The OAS 64A can be found at: <https://www.doi.gov/aviation/library/forms#inspforms>

B10.2.6 Reserved

B10.2.7 Pilot-in-command pilots must have logged minimum flying time as PIC as follows (either B10.2.7.1 or B10.2.7.2):

|  |
| --- |
| B 10.2.7.1 PIC Qualification with low level dispensing  |
| (a) 1,500 hours…total in all aircraft. |
| (b) 1,200 hours…in airplanes. |
| (c) 200 hours…airplane single engine land. |
| (d) 100 hours… dispensing fire retardant, water on fires, or agricultural materials. |
| (e) 25 hours… in the same make and model to be flown.  |
| (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 calendar days. |
| (j) 5 hours…in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant). |

Note: RE: B10.2.7.1(h) The Contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The Contractor should contact the CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

|  |
| --- |
| 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) 200 hours…airplane single engine land. |
| (d) 100 hours…of documented Primary Pilot/Aircraft Commander Close Air Support (CAS) ordinance dispensing military experience, in a low-level, contour-flying or nap-of-the-earth (NOE) environment (sorties that did not descend below 500' Above Ground Level (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 7.  |
| (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 calendar days. |
| (j) 5 hours…in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant). |

Note: RE: B10.2.7.2(h) The Contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The Contractor should contact the CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

B 10.2.7.3 Alternate Means of Compliance (AMOC) from B10.2.7.1 and B10.2.7.2

|  |
| --- |
| B 10.2.7.3 - PIC Qualification via alternate means of compliance  |
| (a) 1,500 hours…total in all aircraft. |
| (b) 1,200 hours…in airplanes. |
| (c) 200 hours…airplane single engine land. |
| (d) Completion of AMOC in exhibit 7 |
| (e) 40 hours… in the same make and model to be flown,  |
| (f) Completion of the AMOC in Exhibit 7 and completion of a recognized mountain flying course. (See Exhibit 5)  |
| (g) 100 hours…in airplanes in the last 12 months. |
| (h) 10 hours…in airplanes in the preceding 60 calendar days. |
| 1. 5 hours…in make and model in the last 12 months, including (1) five takeoffs and landings and (2) dropping two full loads of fire suppressant material (water or retardant).
 |
|  |

Note: RE: B10.2.7.3(g) The Contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The Contractor should contact the CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

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

 Inspection/Acceptance), all pilots must provide written proof of successful completion of:

* All pilots - Annual company aircraft training program as described in B2.4 of this contract. This training is required to be completed in full for each company the pilot works for (maximum 2).
* All pilots - SEAT computer-based training courses (Interagency Aviation Training (IAT), http://www.iat.gov).
* New and Level II pilots - the National Aerial Firefighter Academy (NAFA) training within the previous three years.
* Level I pilots - the National Aerial Firefighter Academy 2 (NAFA 2), thereafter NAFA 3 refresher training every three years. Once level I pilot qualification is obtained NAFA, NAFA II or NAFA III every three years will meet the requirement. NAFA Instructor certificates will count as refresher training.

Note: AMOC may be considered as an option in certain circumstances for training and delivery. AMOC will be coordinated through the Contracting Officer’s Representative (COR).

B10.5 Approved primary pilots may be designated as Level I or Level II. Pilot levels are

below and are based on the criteria shown:

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

B10.5.1.1 Level II criteria: The pilot must:

* Meet the experience requirements of B10.1 through B10.2.7.3
* Exhibit a cooperative, professional, and positive attitude toward aviation safety and accomplishment of the mission,
* Understand the principles of making fire suppressant material drops under diversified terrain and flight conditions,
* Consistently make accurate drops, and
* Have successfully completed all applicable elements of B10.4.

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

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

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

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

These 25 satisfactory fire missions must be documented by the ATGS or Leadplane pilot on the approved agency form https://www.nifc.gov/sites/default/files/blm/aviation/BLMseat/NIFC9400-32SEATEvaluationForm.pdf , denoting date, fire, and qualified ATGS or leadplane pilot name. (The U.S. Department of the Interior (DOI) or the USFS must recognize the ATGS or leadplane pilot as qualified.) Documentation and request for upgrade must be submitted to the COTR (OAS) for approval.

**Note:** Satisfactory fire missions are determined by the ATGS or Leadplane pilot providing the approved agency forms to the applicable regional OAS inspector prior to any decision to upgrade flight evaluation.

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 Second in Command (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 II status until all Level I criteria are satisfied except; that pilot need not operate as a Level II for at least 1 calendar year.

B10.6 All pilots must pass an initial mission flight evaluation prior to operating as a Level II PIC or upgrading to a Level I PIC. Thereafter, Level II pilots must pass a recurrent mission flight evaluation every 12 months. Level I pilots must pass this recurrent mission flight evaluation every 36 months.

B10.6.1 Flight evaluations will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS) administered by an Office of Aviation Services pilot inspector or designee. The PTS is available online at: <https://www.doi.gov/sites/doi.opengov.ibmcloud.com/files/uploads/Airplane_Pilot_Practical_Test_Guide_2012.pdf>.

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

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

B10.6.4 All Level I and Level II carded pilots must have a Fire Mission Evaluation every 12 months. The Fire Mission Evaluation must be done by a dedicated agency aerial Supervisor. The form is located at: <https://www.nifc.gov/sites/default/files/blm/aviation/BLMseat/NIFC9400-32SEATEvaluationForm.pdf> If the pilot has not been in service the previous 12 months the Fire Mission Evaluation must be done within the first 5 fire missions. Pilots may request the annual Fire Mission Evaluation from the dedicated aerial supervisor for whom they dropped for. Failure to complete the Fire Mission Evaluation as described above could result in a negative Contractor Performance Assessment Reporting System (CPARS) Report.

B10.7 Pilot Training Options

B10.7.1 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. The local unit Aviation Officer (or equivalent) must also approve the training.

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

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

B10.7.1.3 500 hours PIC in SEAT operations.

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

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

B10.7.2 Utilization of the second seat in an AT802 to supplement the training of a new or Level II pilot in SEAT operations: This option allows a trainee to be on board a SEAT for training purposes. The “Level I Pilot Trainer” must remain 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 with a level I pilot trainer, a Level II pilot may operate in the fire environment airspace concurrently with multiple aircraft without aerial supervision as outlined in the Standard for Fire and Aviation Operations chapter 16 https://www.nifc.gov/standards/guides/red-book. The “Level I Pilot Trainer” must keep the “Trainee” in visual contact at all times when operating in the fire environment airspace concurrently with multiple aircraft without aerial supervision.

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

## B11 Flight Crewmembers Duty and Flight Limitations

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

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

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

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

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

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 calendar days. This record will be used to administer flight and duty time limitations.

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

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

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

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

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

## B12 Personnel Duty Limitations

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

B12.2 Federal agencies may issue a notice reducing the length of personnel duty days, flight hours and/or increasing days off either on a geographic or agency-wide basis.

## B13 Mission Currency and Proficiency

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

B13.1.1 MCTFs will be conducted solely at the Government’s discretion. Government ordered mission currency flights will be paid at the rates (AV & FT) 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 Unit Aviation Manger (UAM) and COR notified.

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

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

## B14 Mechanic Requirement

B14.1 A qualified mechanic must maintain the aircraft in accordance with the 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. Alternate base is defined as an assigned location of operations away from the designated base. See C25.1 for the definition of designated base.

B14.2 The mechanic may also serve as the FSV driver. However, they must also meet all requirements of B17 and B18.

## B15 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:

B15.1 The mechanic must have a valid FAA mechanic certificate with airframe and powerplant (A&P) ratings and must have held the certificate, or foreign equivalent, with both ratings for a period of 24 months.

B15.2 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.

B15.3 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).

B15.4 Reserved

B15.5 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.

## B16 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:

B16.1 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.

B16.2 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.

B16.3 “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.

B16.4 The Government may further restrict duty hours and may remove the mechanic for fatigue or other causes before reaching their daily duty limitations.

B16.5 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B16.6 Relief or substitute mechanics reporting for duty may be required to furnish a record of all duty time during the previous 14 days.

## B17 Fuel Service Vehicle (FSV) and SEAT Support Vehicle (SSV) Driver Requirement and Qualifications.

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

B16.2 The fuel servicing vehicle driver may also serve as the mechanic. However, they must also meet all requirements of B15 and B16.

B16.3 Driver may be required to load retardant using either government or contractor provided equipment.

B16.4 Driver may be requested to demonstrate knowledge of correct fueling, safety, suppressant loading/mixing procedures for equipment installed on the fuel servicing/support vehicle.

B16.5 The driver may also be required to demonstrate the correct use of the Contractor provided refractometer to measure retardant mixtures

## B18 Vehicle Driver Duty Limitations

B18.1 The Contractor must ensure that vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

B18.2 The vehicle driver must have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B18.3 The fuel service vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B18.4 Relief or substitute fuel service vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

**B19 Reserved**

# OPERATIONS

## B20 Pilot Authority and Responsibility

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

B20.1 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 TO assigned to this contract and must be able to provide contract and/or TO information to the project inspector (PI) or manager as requested.

B20.2 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.

B20.3 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.

B20.4 Is responsible to determine that all maintenance discrepancies have been cleared prior to flight in accordance with the contractor’s required operations manual and this contract.

B20.5 Must ensure that appropriate checklists are used at all times.

B20.6 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):

B20.6.1 Empty weight of the aircraft (in the required configuration).

B20.6.2 Flight crew with required personal protective equipment.

B20.6.3 Necessary flight kit materials.

B20.6.4 Fuel sufficient for the flight plus a 30-minute reserve computed at the average fuel-burn rate.

B20.6.5 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.

B20.6.6 All equipment required by sections B5, B6, and B7 of this contract.

B20.6.7 Other Contractor parts and supplies carried on board the aircraft.

B20.7 Must do performance calculations which include: Maximum takeoff weight for a given temperature and pressure altitude.

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

B20.8A record of the load calculation for each flight is required. The record must be retained by the pilot for at least 30 calendar days and must be made available to the government upon request. This record must account for all items listed in B20.5.1 through B20.5.7 and document pressure altitude and temperature conditions used for the calculation

B20.9 Pilots without FAA A&P certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c) provided they have been properly trained under the direct supervision of an appropriately rated company mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing authorized preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

B20.9.1 When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they meet the requirements of B15 or if they are performing preventative maintenance in accordance with B20.9.

B20.9.2 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.

B20.9.3 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.

B20.10 The pilot and/or FSV/SSV driver may be required to correctly mix, test, and load Government-provided retardants and suppressants. 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 QPL <https://www.fs.usda.gov/rm/fire/wfcs/documents/2022-1208_qpl_ret.pdf>

## B21 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:

B21.1 All pilots will be briefed on the mission by an agency representative from the base of operations before dispensing operations begin.

B21.2 It is critical that fire suppressant materials be placed as accurately as possible on the target areas of the fire. Conditions such as winds, fuels, drop material density, and gate opening shall be considered.

B21.3 SEAT pilots must fly traffic patterns in accordance with 14 CFR 91.

B21.4 Adherence to the minimum safe altitudes specified in 14 CFR 91.119 is required except when engaged in actual dispensing operations where the requirements of 14 CFR 137.49 will apply. Minimum altitude between the airport operations area and fire operations area is 500 feet AGL.

B21.5 Drop height adjustments that are made must always be higher than the minimum descent altitude (MDA) of 60 feet above the ground cover/canopy. **Except for takeoff and landing, the pilot must maintain at least 60 feet of obstacle clearance at all times.**

B21.6 The aircraft's strobe lights must be illuminated during all flight operations. The aircraft's conspicuity lighting must be illuminated while within 12 miles of the fire.

B21.7 The pilot must not land the aircraft loaded unless an emergency precludes jettisoning the load.

B21.8 The pilot must remain at the aircraft’s flight controls when the engine is operating.

B21.9 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (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.

B21.10 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency’s approved flight following procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances. AFF is an acceptable method of flight following.

B21.11 Day only use. Single engine airtankers 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.

B21.12 Aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

B21.13 All pilots must be proficient when they arrive at the reporting location. Relief pilots may arrive one day before their duty day to become proficient.

B21.13.1 Aircraft may be released to the Contractor for pilot proficiency flights at no cost to the Government if approved in advance by the Government representative. The Contractor will not be charged unavailability for these flights. (These flights are not MCTFs.)

## B22 Security of Aircraft and Equipment

B22.1 The Contractor is solely responsible for the security of their aircraft, vehicles, and associated equipment.

B22.2 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.

B22.2.1 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.

B22.2.2 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:

* Locking hangar Door
* Keyed ignition switch
* Keyed starter switch
* Keyed master power switch
* Hidden battery cutoff 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

## B23 Personal Protective Equipment (PPE) for Flight Operations

B23.1 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.

B23.2 The DOI/USFS Interagency ALSE Guide/Handbook can be located [here](https://www.doi.gov/aviation/library/guides) and the Aviation Helmet Standard, along with the list of approved helmets and associated certificates of compliance, are available on the OAS website at: <https://www.doi.gov/aviation/safety/helmet>.

## B24 PPE for Ground Operations

B24.1 Ground personnel will comply with the National Wildfire Coordination Group ([NWCG) Standards for Airtanker Base Operations (PMS 508)](https://www.nwcg.gov/publications/508) and local tanker base PPE requirements.

B24.2 Footwear with closed-toe and non-skid soles must be worn while working on the ramp during operations.

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).

B24.5 During all fueling operations, fuel-servicing personnel shall 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

B25.1 General.

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period.

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 T-5624 (JP-4, JP-8, JP-5).

B25.1.3 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25.1.2 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 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 NFPA, https://www.nfpa.org/

B25.2.3 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 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).

# 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 OEM or approved STC holder’s current instructions including airframe, engine, appliances, emergency equipment, and all ICAs.

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, propeller, 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 (ADs) and Manufacturer’s Mandatory Service Bulletins (MMSBs)

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

B27.2 The Contractor must provide, at the time of agency inspection, a list of issued FAA ADs and MMSBs 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. Signature of the person 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.

B28.2 The Contractor must provide any documentation or record requested by the COTR regarding the aircraft, equipment, and/or maintenance.

## 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, propeller, flight control, or major airframe component. 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 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 COR.

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

## B30 Maintenance Test Flight

The Contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, propeller, flight control system, or when requested by the CO or 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. The Contractor must be the holder of the approved extension authorization (not the owner if the aircraft is leased). The Contractor must operate 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 (1) weight and balance record, (2) equipment list, and any (3) calculations due to changes in the equipment list. A copy of the current weight and balance report must be kept with the aircraft.

B32.1 (1) Weight and Balance Record: The aircraft's required weight and balance record must be determined by actual weighing of the aircraft. 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. This record is not superseded until the aircraft is reweighed.

B32.1.1 The aircraft must be weighed following any major repair, 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 12 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 (2) Equipment List: 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](https://www.faa.gov/regulations_policies/handbooks_manuals/aviation/)) 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 be listed and include the name, weight, and arm of each item.

B32.3.2 (3) Calculations: Each time equipment is removed or installed, and the aircraft is not reweighed, the aircraft’s weight and balance must be calculated. A weight and balance revision or continuous history form must be used to show the calculated weight and balance of the aircraft resulting from the change in equipment. This is an additional document and does not supersede the weight and balance record. Weight and Balance Handbook ([FAA-H-8083-1B](https://www.faa.gov/regulations_policies/handbooks_manuals/aviation/)) should be used as a guide.

# SECTION C-CONTRACT TERMS AND CONDITIONS

## C1 CONTRACT CLAUSES

All Offerors must comply with the following FAR, Department of the Interior Acquisition Regulation (DIAR), and Acquisition Services Directorate (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.acquisiton.gov/>

## *Clauses Incorporated By Reference*

52.203-3 Gratuities (Apr 1984)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

52.204-4 Printed or Copied Double-Sided on Recycled Paper (May 2011)

52.204-13 System for Award Management Maintenance (Oct 2018)

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 Products and Commercial Services (Nov 2023)

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services Alt I (Nov 2021)

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (Aug 2018)

52.242-13 Bankruptcy (Jul 1995)

## *Clauses Incorporated by Full Text*

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Dec 2023)**

(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 products and commercial services:

(1) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](https://www.acquisition.gov/far/part-52#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](https://www.govinfo.gov/link/uscode/31/3903) and [10 U.S.C. 3801](https://www.govinfo.gov/link/uscode/10/3801)).

(6)   [52.233-3](https://www.acquisition.gov/far/part-52#FAR_52_233_3), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(7)   [52.233-4](https://www.acquisition.gov/far/part-52#FAR_52_233_4), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

(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 products and commercial services:

\_**X**\_ (1) [52.203-6](https://www.acquisition.gov/far/part-52#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 4655](https://www.govinfo.gov/link/uscode/10/4655)).

\_**X**\_  (2) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

\_\_ (3) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_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) [52.203-17](https://www.acquisition.gov/far/part-52#FAR_52_203_17), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](https://www.govinfo.gov/link/uscode/41/4712)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](https://www.acquisition.gov/far/part-3#FAR_3_900)(a).

\_**X**\_  (5) [52.204-10](https://www.acquisition.gov/far/part-52#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

\_\_ (6) [Reserved].

\_\_ (7) [52.204-14](https://www.acquisition.gov/far/part-52#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_**X**\_  (8) [52.204-15](https://www.acquisition.gov/far/part-52#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_**X**\_  (9) [52.204-27](https://www.acquisition.gov/far/part-52#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_  (10) 52.204–28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).

\_\_ (11)

(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).

\_\_ (ii) Alternate I (Dec 2023) of 52.204–30.

\_**X**\_  (12) [52.209-6](https://www.acquisition.gov/far/part-52#FAR_52_209_6), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

\_**X**\_  (13) [52.209-9](https://www.acquisition.gov/far/part-52#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).

\_\_ (14) [Reserved].

\_\_ (15) [52.219-3](https://www.acquisition.gov/far/part-52#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).

\_\_ (16) [52.219-4](https://www.acquisition.gov/far/part-52#FAR_52_219_4), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (17) [Reserved]

\_**X**\_  (18) (i) [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6).

\_\_ (19)

(i) [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7).

\_**X**\_  (20) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).

\_\_ (21)

(i) [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9), Small Business Subcontracting Plan (Sep 2023) ( [15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (v) Alternate IV (Sep 2023) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (22)

(i) [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13).

\_**X**\_  (23) [52.219-14](https://www.acquisition.gov/far/part-52#FAR_52_219_14), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

*\_\_\_* By the end of the base term of the contract and then by the end of each subsequent option period; or

*\_*X\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

\_\_ (24) [52.219-16](https://www.acquisition.gov/far/part-52#FAR_52_219_16), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (25) [52.219-27](https://www.acquisition.gov/far/part-52#FAR_52_219_27), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_**X**\_  (26) (i) [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28), Post Award Small Business Program Rerepresentation (Sep 2023)( [15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28).

\_\_ (27) [52.219-29](https://www.acquisition.gov/far/part-52#FAR_52_219_29), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (28) [52.219-30](https://www.acquisition.gov/far/part-52#FAR_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 (Oct 2022) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (29) [52.219-32](https://www.acquisition.gov/far/part-52#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).

\_\_ (30) [52.219-33](https://www.acquisition.gov/far/part-52#FAR_52_219_33), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).

\_**X**\_  (31) [52.222-3](https://www.acquisition.gov/far/part-52#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).

\_**X**\_  (32) [52.222-19](https://www.acquisition.gov/far/part-52#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Nov 2023) .

\_**X**\_  (33) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

\_**X**\_  (34)

(i) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26).

\_**X**\_  (35)

(i) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35).

\_**X**\_  (36)

(i) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36).

\_**X**\_  (37) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

\_**X**\_  (38) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_**X**\_  (39)

(i) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

\_**X**\_  (40) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](https://www.acquisition.gov/far/part-22#FAR_22_1803).)

\_\_ (41)

(i) [52.223-9](https://www.acquisition.gov/far/part-52#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9) ( [42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (42) [52.223-11](https://www.acquisition.gov/far/part-52#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (43) [52.223-12](https://www.acquisition.gov/far/part-52#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (44)

(i) [52.223-13](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_223_13).

\_\_ (45)

(i) [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14).

\_\_ (46) [52.223-15](https://www.acquisition.gov/far/part-52#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (47)

(i) [52.223-16](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_223_16).

\_**X**\_  (48) [52.223-18](https://www.acquisition.gov/far/part-52#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_ (49) [52.223-20](https://www.acquisition.gov/far/part-52#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (50) [52.223-21](https://www.acquisition.gov/far/part-52#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).

\_\_ (51)

(i) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

\_\_ (52)

(i) [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1).

\_\_ (53)

(i) [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](https://www.govinfo.gov/link/uscode/19/3301), [19 U.S.C. 2112 note](https://www.govinfo.gov/link/uscode/19/2112), [19 U.S.C. 3805 note](https://www.govinfo.gov/link/uscode/19/3805), [19 U.S.C. 4001 note](https://www.govinfo.gov/link/uscode/19/4001), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

\_\_ (iii) Alternate II (Dec 2022) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (iv) Alternate III (NOV 2023) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (54) [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), *et seq*., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).

\_**X**\_  (55) [52.225-13](https://www.acquisition.gov/far/part-52#FAR_52_225_13), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (56) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_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. Subtitle A, Part V, Subpart G Note).

\_\_ (57) [52.226-4](https://www.acquisition.gov/far/part-52#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (58) [52.226-5](https://www.acquisition.gov/far/part-52#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (59) [52.229-12](https://www.acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021).

\_\_ (60) [52.232-29](https://www.acquisition.gov/far/part-52#FAR_52_232_29), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 3805](https://www.govinfo.gov/link/uscode/10/3805)).

\_\_ (61) [52.232-30](https://www.acquisition.gov/far/part-52#FAR_52_232_30), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 3805](https://www.govinfo.gov/link/uscode/10/3805)).

\_**X**\_  (62) [52.232-33](https://www.acquisition.gov/far/part-52#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).

\_\_ (63) [52.232-34](https://www.acquisition.gov/far/part-52#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (64) [52.232-36](https://www.acquisition.gov/far/part-52#FAR_52_232_36), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (65) [52.239-1](https://www.acquisition.gov/far/part-52#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

\_\_ (66) [52.242-5](https://www.acquisition.gov/far/part-52#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (67)

(i) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

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

\_**X**\_  (1) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

Wage Determination No.: 1995-0222

                        Revision No.: 62

          Date of Last Revision: 4/5/2023

Wage Determination No.: 1995-0221

Revision No.: 61

Date of Last Revision: 4/12/2023

\_**X**\_  (2) [52.222-42](https://www.acquisition.gov/far/part-52#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and  [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) ).

|  |  |
| --- | --- |
| Employee Class   | Monetary Wage – Fringe Benefits   |
| Aircraft Pilot, Hawaii GS-2181-11, Step 1  | $34.44  |
| Aircraft Mechanic, WG-8852-10, Step 2  | $29.79  |
| 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 11 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.    |

\_**X**\_ (3) [52.222-43](https://www.acquisition.gov/far/part-52#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (4) [52.222-44](https://www.acquisition.gov/far/part-52#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (5) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (6) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_**X**\_ (7) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_**X**\_ (8) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_ (9) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(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, as defined in FAR [2.101](https://www.acquisition.gov/far/part-2#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-4#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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(ii) [52.203-17](https://www.acquisition.gov/far/part-52#FAR_52_203_17), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](https://www.govinfo.gov/link/uscode/41/4712)).

(iii) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_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)).

(iv) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by KasperskyLab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](https://www.acquisition.gov/far/part-52#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Sep 2023) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).

(xi) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xii) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xiii) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xiv) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_222_40).

(xv) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

(xvi)

(A) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xvii) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xviii) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(xix) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xx) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(B) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

(xxiii) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_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. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6).

(xxv) [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](https://www.govinfo.gov/link/uscode/31/3903) and [10 U.S.C. 3801](https://www.govinfo.gov/link/uscode/10/3801)). Flow down required in accordance with paragraph (c) of [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40).

(xxvi)   [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

****(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

* + 1. **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, 2024 through April 30, 2029.**

(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.

(End of clause)

**52.216-19 Order Limitations (Oct 1995)**

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **$500**, 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 **$1,000,000**;

           (2) Any order for a combination of items in excess of **$4,500,000**; or

           (3) A series of orders from the same ordering office within 7days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

      (c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection [52.216-21](https://www.acquisition.gov/far/part-52#FAR_52_216_21) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

      (d) Notwithstanding paragraphs (b) and (c) 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 **2** days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**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 12 months from the expiration of the IDIQ*.*

(End of clause)

**52.216-32 Task-Order and Delivery-Order Ombudsman (Sep 2019)**

      (a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Appointed Competition Advocate for Department of the Interior:

Tiffany Harvey

Email: tiffany\_harvey@ios.doi.gov

Phone: 202-513-7541

      (b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

      (c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

**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. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the end of the performance period*.*

(End of Clause)

**52.216-32 Task-Order and Delivery-Order Ombudsman - Alternate 1 (Sep 2019)**

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order: **Agency Dependent – will provide, if needed, at applicable task order award.**

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

**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. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the end of the performance period*.*

(End of Clause)

**1452.201-70 Authorities and Delegations (SEP 2011)**

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

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

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

 (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

 (2) Waive or agree to modification of the delivery schedule;

 (3) Make any final decision on any contract matter subject to the Disputes Clause;

 (4) Terminate, for any reason, the Contractor’s right to proceed; or

 (5) Obligate in any way, the payment of money by the Government.

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

 (End of Clause)

**1452.203-70 Restrictions on Endorsements (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205–1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

 **1452.228-71 Aircraft and General Public Liability Insurance (Mar 1989)**

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, aircraft liability and general public liability insurance with limits of liability for:

(1) Bodily injury to or death of aircraft passengers of not less than $75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying $75,000 by 75 percent of the total number of passenger seats installed in the aircraft;

(2) Bodily injury to or death of persons (excluding passengers) of not less than $75,000 for any one person in any one occurrence and $300,000 for occurrence; and

(3) Property damage of not less than $100,000 for each occurrence; or

(4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in paragraphs (a)(1) through (3) of this clause.

(b) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(End of clause)

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

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

After either contract award or renewal, the COTR will schedule an initial inspection of all of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR’s inspectors’ normal schedule brings them to the Contractor’s vicinity. Contractors who have not been inspected but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 calendar 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 will be kept in the aircraft and available for inspection at all times.

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

The fuel service vehicle data card will be 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 the below.

Failure to have an originally offered aircraft presented for inspection within 60 calendar days after notice for an inspection may result in removal of the aircraft from the contract.

When an aircraft has not flown under a DOI issued TO within a 12 consecutive month timeframe, the card may be revoked and aircraft removed from the contract.

Equipment.

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

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

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. The evaluation may consist of oral and/or flight portions. The flight evaluation will be conducted in accordance with the Interagency Airplane Practical Test Standards, and the FAA Commercial 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 flights. 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 procedures and of all fueling and safety equipment on the fuel servicing vehicle.

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 $100 per hour, transportation, and subsistence at actual cost to include any applicable taxes.

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.

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 (ATBM)

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 Aviation Safety Manager.

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

Mr. Keith Raley

DOI – Office of Aviation Services (OAS)

300 E. Mallard Dr., Ste. 200

Boise, ID 83706-3991

Phone: 208-433-5071

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 C11.2).

(End Addendum)

**Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (FEB 2021)**

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.](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 St. Louis (FRBSTL) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov 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.

(End of Local Clause)

**AQD Clause - Economic Price Adjustment for Fuel**

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. This request may be made annually, but no more than 30 days after the exercise of each option period. 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.

Base Price. The base price is the commercial price obtained by the Government for the specific fuel type at the specified fuel location as identified in Section A, Requirements and Prices, of the contract. The fuel source is normally at or near the designated base specified in the solicitation. The base price may also be an average price of more than one fuel source location if the solicitation is for on-call flight services for more than one designated base.

Reference Price. The reference price is the average commercial fuel price at the Fuel Source Location cited in Section A of the contract in effect at the time of adjustment. No other locations will be considered when making adjustments. The Contracting Officer (CO) will establish an updated base price in a modification to the contract once the new flight rates are established.

Flight Rate Adjustment. Adjustment to the hourly flight rate is the difference between the average reference price and the base price multiplied by the average hourly fuel consumption rate for the type of aircraft involved as shown in the Helicopter/Fixed-Wing Fuel Consumption and Weight Reduction Chart Exhibit titled fuel consumption rates. Amounts 50 cents or less will be rounded down and amounts 51 cents or more will be rounded up.

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

The hourly flight rate will be adjusted downward by a contract modification, whenever the CO confirms that the contract reference price is more than 10 percent lower than the base price at the fuel source location identified in the Fuel Adjustment Table of the contract.

Fuel price adjustments are subject to review by the CO at any time during the contract period. However, the CO will review the fuel prices at least annually. The revised base price will remain in effect for the duration of the contract. The flight rate adjustment will be issued through a modification to the contract and will be effective as of the effective date of the modification.

The effective date of the flight rate adjustment will be stated via a modification and will be effective as of the date of the modification.

# GENERAL CONTRACT TERMS AND CONDITIONS

**C2 Reserved**

## C3 Aircraft Use Report (AUR)

C3.1 The Contractor, or Contractor's representative, and the Government must complete and sign an AUR, 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 AUR 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 AUR 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 AUR submission or other form as directed by the CO.

C4 Reserved

## 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. When required, 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 Base Manager 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 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, within 30 days of the commencement of work, and annually thereafter, 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 manger 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. Refer to the Standards for airtanker base operations, and *29 CFR 1910.106.*

C7.2.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the ATBM/SEMG and spill-reporting authority in accordance with each base operations plan and/or stormwater pollution prevention plan (SWPPP).

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 Post Award Evaluation of Contractor Performance Contractor Performance Assessment Reporting System (Dec 2015)

(1) [FAR 42.1502](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2042_15.html) directs all Federal agencies to collect past performance information on contracts. 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](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2042_15.html).

(2) 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 approved it is viewable in CPARS and will used by the Government in evaluating past performance as part of a source selection action.

(3) We request that you furnish the 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.

(4) 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/>.

(5) 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 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."

(6) 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.

(7) 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.

(8) 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 and/or task order awards. The Contractor’s primary crew members must attend any pre-work meeting that. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.; and (3) review of the local base procedures.

# ADMINISTRATIVE MATTERS

## C10 Personnel Conduct

C10.1 Replacement of Contractor Personnel.

C10.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager’s rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The 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 safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), dependent upon any findings during the course of the 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 any findings during the course of the investigation.

C10.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), dependent upon any findings during the course of the investigation.

C10.2.4 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 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

C11.1.1 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.

C11.1.2 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 ASM.

C11.1.3 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Sum­mary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C11.2 Safety Management System (SMS)

C11.2.1 The Contractor must have and maintain a SMS Plan for its organization.

C11.2.2 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.

C11.2.3 The Contractor shall submit electronic updates and/or revisions of their SMS Plan to the CO and ASM throughout the life of this contract within 30 days of the revision/update.

C11.2.4 Contractor employees working under this contract must be familiar with the Offeror’s SMS Plan and be in compliance with its requirements.

C11.2.5 The government may at any time conduct reviews with the Contractor’s employees performing on this contract to determine their familiarity with the Contractor’s SMS Plan. The Contractor’s adherence to their SMS and the standards within Exhibit 10 may be reviewed during an on-site assurance review and documented in CPARS.

C11.2.6 Additional information on SMS can be found at:

* FAA Advisory Circular 120-92B: <https://www.faa.gov/regulations_policies/advisory_circulars/>
* FAA initiatives: <https://www.faa.gov/about/initiatives/sms/>
* International Standard for Business Aircraft Operations (IS-BAO): <https://nbaa.org/flight-department-administration/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.

C12.2.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident

Fatal Injury

Incident

Operator

Reportable Incident

Serious Injury

Substantial Damage

C12.2.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C12.2.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C12.2.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C12.2.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C12.2.6 Mishap - Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C12.2.7 SAFECOM (<https://www.safecom.gov/>). An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. A SAFECOM’s sole purpose is for mishap prevention. (Form OAS-34 or FS 5700-14).

C12.3 Mishap Reporting.

C12.3.1 For “Aircraft Accident” or National Transportation Safety Board (NTSB) reportable “Incident”, the Contractor must immediately, and by the most expeditious means available, notify the NTSB, CO, and 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 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)

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.

C12.4.4 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.

C12.4.5 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 “Pilot/Operator Aircraft Accident Report”.

C12.5.2 The Contractor must submit a SAFECOM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. The SAFECOM submission instructions are available at: <https://www.safecom.gov>.

The submission of an NTSB Form 6120.1 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).

C12.8 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.

C12.9 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 Reserved

# CONTRACT PERIOD AND RENEWAL

## C14 Contract Period

The contract ordering period will be from date of award (estimated May 1, 2024) through April 30, 2029 unless otherwise extended as allowed herein.

## C15 Orders for Services

C15.1 Limitations on the placement of orders shall be in accordance with FAR Clause 52.216-19, Order Limitations. . 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)(1), When required by FAR 16.505(b)(1), contractors will be provided an opportunity to submit an offer through a 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 will be made to the offeror whose submission offers the best value to the Government, price and other factors considered. Award may be made to other than the lowest-priced offeror. The relative importance of non-price factors will be specified in the TORP. Offerors shall not submit rates in response to a TORP which exceed the ceiling rates established in A2 above.

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 accurately report location and response time 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 SEAT Coordinator (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.

C15.1.5 Contractor shall keep track of billing on awarded task orders and shall notify the CO/COR when 75% of funds on Exclusive Use Task Order Contract Line Item Numbers have been expended.

C15.2 Task Orders. Task Orders will be placed by the CO for all services under this contract. The CO will issue a minimum of one task order numbers to the contractor. This task order number will be identified for *“DOI Fire Use Only”* For Urgent/On-Call Services. 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 separately-priced task order against each contract award at contract award.

C15.3 The contractor is responsible for using the appropriate task order 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 (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 Urgent/On-Call 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 (hire Daily rate only)

2) Geographic Area Coordination Center (GACC) (hire Daily rate only)

3) NICC located at Boise, Idaho. (hire Daily rate only)

4) Contracting Officer (hire Daily and issue TORPs)

## C17 Add/Remove Aircraft/Equipment After Contract Award

After contract award and initial inspection, the Contractor may request in writing to the CO to add aircraft(s)/equipment during the month of December each year or as otherwise deemed necessary by the Government. **When out of cycle additions are made, a notice will be sent to all vendors inviting them to add additional aircraft at that time. All additions are the Government’s discretion and based on current Government needs.** 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 equipmentmust 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. Additions offered that are above the capabilities currently proposed by vendors may be allowed to provide revised pricing.

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 12, Section C) and a copy of theAircraft Questionnaire (Exhibit 13-a or 13-b, Section C). The required documents shall be submitted to the Contracting Officer.

C17.1.3 Any request to add an aircraft must include:

• Airworthiness Certificate

• Aircraft Registration

• Current Weight and Balance (based on Section B32),

• Equipment list certified accurate at the time of weighing,

• Any calculations indicating changes to the aircraft and equipment list that may have occurred after the time of weighing,

• Payload calculations showing performance characteristics of the offered aircraft,

• Applicable performance charts from the aircraft flight manual

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 12, 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 12, 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/Equipment Request Form. (See Exhibit 12, Section C)

C17.5 Substitute Personnel, Aircraft, or Equipment.

C17.5.1. 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. All aircraft substitutions shall be of equal or greater capability than the aircraft being substituted for (e.g. A contractor may only substitute a Type 3 SEAT with a Type 3 SEAT, whereas a Type 4 SEAT can be substituted with either a Type 3 or a Type 4 SEAT). 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. Substitutions offered that are above the capabilities currently proposed by vendors may be allowed to provide revised pricing.

C17.5.2 Any request for aircraft substitution must include:

• Completed Aircraft Questionnaire (Exhibit E-2a, E-2c)

• Completed Aircraft Information Form (Exhibit E-2b, E-2d)

• Airworthiness Certificate

• Aircraft Registration

• Current Weight and Balance (based on Section B32),

• Equipment list certified accurate at the time of weighing,

• Any calculations indicating changes to the aircraft and equipment list that may have occurred after the time of weighing,

• Payload calculations showing performance characteristics of the offered aircraft,

• Applicable performance charts from the aircraft flight manual

C17.5.3 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C17.5.4 The Government may charge the Contractor for the cost of any substitute inspections in accordance with this section.

C17.6 Contractor On-Ramping Procedures

The Government reserves the right to announce a new competition (on-ramping) for the purpose of adding additional vendors, multiple award, IDIQ contract holders. On-ramping procedures may be implemented at any time over the life of the contract by reopening the competition and utilizing the same basis of award established in the original solicitation (140D0423R0060). Bureau customers will initiate the need for additional contract holders by contacting the Contracting Officer. The Contracting Officer will assess the need for additional support. Should additional support be required, the Contracting Officer will publicize a notice in SAM.gov, issue a solicitation amendment, and complete evaluation in the same manner as the initial solicitation (140D0423R0060). Contracts awarded utilizing the on-ramping procedures will include the same terms and conditions as those in the initially awarded contracts. The start date of the period of performance will be adjusted to the award date of any subsequent contract awarded, the end date will not be adjusted. The overall ceiling of the basic contract will not be revised as a result of on-ramping.

AVAILABILITY REQUIREMENTS

## C18 Availability Requirements

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

C18.1 **Extended standby:** is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first **9** (nine) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Travel/commuting for purposes of reporting to and from work or traveling to and from a lodging site do not fall within the definition of standby as provided in this contract. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C18.2 **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.

## 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 COTR may also require a physical inspection by an OAS inspector.

C21.1.3 Once the documented evidence is approved by the COTR, the COR will consider the contractor available from the time the contractor notified the COR of their availability (C21). If the COTR requires additional actions from the contractor, the COR will consider the contractor available from the actual date that all deficiencies were corrected and approved by the COTR.

C21.2 During periods of Contractor unavailability, the **CO** may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C21.3 If the contractor is unable to be in compliance due to conditions beyond their control (i.e. AFF subscription service inoperable, etc.) contractor may not be considered unavailable. The contractor needs to notify the COR or PI of the situation immediately.

# MEASUREMENT AND PAYMENT

## C22 Daily Availability

C22.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart (Exhibit 8), 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 (NTE) 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 Government 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 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 Unit Aviation Manager and the COR notified 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.

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 House­hold 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 Per Diem (lodging, meals, and incidentals) is authorized when the crew is away from their designated base for overnight stays (including relief crews). Per Diem is authorized for the flight crews’ mandatory days off.

Designated base is defined as the Contractor Base of Operations specified in Paragraph A2 above.

C25.1.1 Meals and incidentals will be reimbursed at the applicable maximum per diem rates per location. Lodging will be reimbursed up to the applicable maximum per diem rates per location.  In locations, where costs may be escalated because of special or unusual events, and lodging within prescribed allowances cannot be obtained, the contractor is responsible for ensuring invoices submitted are accurate and complete, and all travel costs are in accordance with federal guidelines, the Federal Travel Regulations and other Government mandates and directives.  When known in advance, the Contractor should notify the Contracting Officer that lodging costs for their travel will exceed per diem.  In the written notification, the travel dates, lodging location(s), and estimated lodging costs should be provided. When not known in advance, the Contractor should notify the Contracting Officer as soon as practicable. A signed written justification for the use of the higher rate shall be provided by the Contractor with the submission of the invoice. Receipts\* **ARE** required for all lodging expenses.

*\*NOTE: Lodging receipts are* ***NOT*** *required when lodging is provided by the Government.*

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. If the Contractor does not use Government-provided meals and/or lodging, the Government will **NOT** reimburse the Contractor for costs incurred utilizing an alternate method of procuring meals or lodging accommodations. Mileage will **NOT** be paid for transportation to and from lodging accommodations or meals.

C25.1.3 In accordance with FAR 52.212-4, Contractors must make any records associated with travel in support of the services required under this contract available to the Government upon request.

C25.2 Additional Fuel Service Vehicle/SEAT Support Vehicles. A daily rate specified in Section A will be paid per day for travel and work days as compensation for each Additional FSV. Extended standby does not apply.

C25.3 Additional Driver/Loader When the Government orders an additional driver/loader and the Contractor accepts the order, all terms and conditions of the contract will apply to their use except as set forth below.

C25.3.1 A Daily rate specified in Section A will be paid per day for travel and work days as compensation for each additional driver/loader. Extended standby does not apply to the additional driver/loader.

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

C25.5 Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft.

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 arrange 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). Additionally, the contractor shall provide a statement that indicates they have used the most advantageous method of travel and provide an explanation when other than the most advantageous method is used. The most advantageous method includes indicating that several options were researched and the method selected is the most advantageous, not necessarily the least expensive. This statement can be added to the bottom of the Transportation Worksheet, or provided as a separate document when further explanation or justification is required. 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 The following are lists of generally authorized and unauthorized expenses. These lists are not all inclusive. Any questions on the acceptability or unacceptability of expenses can be directed to the CO prior to incurring the expense.

Authorized Expenses:

Flights (Economy Class ONLY)

Checked Bags (2)

Privately Owned Vehicle (POV) Mileage (see <http://www.gsa.gov/portal/content/100715> for current rates)

Privately Owned Aircraft (POA) Mileage (see <http://www.gsa.gov/portal/content/100715> for current rates)

Rental Cars (Mid-Size or smaller) where authorized

Rental Car Fuel

Rental Car Basic Insurance

Ride Share Services (Uber, Lyft, etc.)/Taxi Fare

Airport Parking when Ride Share Services/Taxi are not available.

Tie Down Fees

Fuel Flowage fee (when fueling from Contractor owned equipment)

Truck Permits at Ports-of-Entry

Unauthorized Expenses:

Rental Car Upgrades with no explanation

Airline Seat Upgrades

Hangar Fees

Primary Pilot/Support Driver Rental Car

Prepaid Rental Car Fuel

Rental Car GPS

Rental Car Total Loss Insurance

Rental Car Satellite Radio.

Salary

Subsistence Costs

In-and-Around Miles at the duty location

If wanting to utilize a chartered aircraft (aircraft rented for hire), authorization may be given only by the CO in writing, prior to the Contractor incurring the expense. The expense or charter resources must not exceed the constructive cost of commercial travel to the fire base. The Contractor shall be required to provide documentation of the constructive cost of commercial transportation to the fire base with the approval request.

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) and truck permits at ports-of-entry. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

C25.8 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

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

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

C25.9.1.1 Two Seat aircraft – Up to ten days of payment may be made for level 2 pilot(s) per awarded IDIQ Contract for dual cockpit (two seat) SEAT/Fireboss aircraft for training-mission purposes. Must be during active fire missions only and must be from the same company and a level one pilot-trainer being utilized. Payment will be $650.00/day for the second level 2 pilot. Requests for this option must be in writing to the COR and approved through the local unit UAM or equivalent.

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.

C25.11 Payment for Ramp moves. When ordered by authorized government representative, payment for ramp moves will be paid at 1/10th of the flight rate and coded as FT (example; asked to move out of loading pit to accommodate other aircraft or asked to move out of loading pit for a day off). Payment will not be made for fueling moves.

## C26 Government Miscellaneous Charges

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

**C****27 Reserved**

## C28 Exhibits

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

Section B

1. Training Program for Airtankers and Scoopers
2. Unacceptable Aircraft Lap Belt and Shoulder Harness Conditions
3. High Visibility Paint Schemes
4. First Aid Kit and Survival Kit
5. Recognized Airplane Mountain Training Flying Schools
6. Fuel Consumption Rates
7. Scenario Training

Section C

1. Unavailability Conversion Chart
2. Transportation Worksheet
3. Safety Management System (SMS), Flight Time, Accident History, and FAA Violation Questionnaire
4. Exclusive Use Task Order Competition Procedures
5. Add/Remove Aircraft/Equipment Request Form
6. 13-a Type 3 Airtanker Questionnaire, 13-b Type 3 Aircraft Information Form, 13-c Type 4 Airtanker Questionnaire, 13-d Type 4 Aircraft Information Form

**EXHIBIT 1**

Training Program Requirements for Airtankers and Scoopers

Safety, efficiency, and increased effectiveness while protecting natural resources is the driving force necessitating Contractors implement a company-based training program for personnel dispatched to fight wildland fires. This program will be similar to the training program 14 CFR 135 air carriers are required to have. For additional guidance while designing and implementing your training program, refer to 14 CFR 135, Subpart H. Additional resources can be found at [https://drs.faa.gov](https://drs.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**:

1. Written curriculums for each type aircraft/vehicle and personnel position.
	1. Pilot training curriculum.
		* Initial.
		* Recurrent.
		* Mentoring if applicable reference C25.9.1.1
	2. Fuel/support vehicle operator training curriculum.
		* Initial.
		* Recurrent.
2. Each *initial* and *recurrent* pilot training curriculum must have at least the following curriculum segments and modules within each segment:
	1. Basic indoctrination.
		* Duties and responsibilities
		* 14 CFR 91 and 137
		* Content of operation manual
		* Company SMS training
		* Content of Government contract
	* Standards for Airtanker Base Operations (SABO) –

[https://www.nwcg.gov/publications/508](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.nwcg.gov%2Fpublications%2F508&data=05%7C01%7Cangelina_clements%40ibc.doi.gov%7C9ea76e56c6154d158b6408da23b815e3%7C0693b5ba4b184d7b9341f32f400a5494%7C0%7C0%7C637861570788094598%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=PPD3kjuab99qVCgLCuOIIE7%2BkZSH9wD6JRuDSjIpCh0%3D&reserved=0)

Standards for Airtanker Operations (in development)

* Standards for Aerial Supervision (SAS): [https://www.nwcg.gov/sites/default/files/publications/pms505.pdf](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.nwcg.gov%2Fsites%2Fdefault%2Ffiles%2Fpublications%2Fpms505.pdf&data=05%7C01%7Cangelina_clements%40ibc.doi.gov%7C9ea76e56c6154d158b6408da23b815e3%7C0693b5ba4b184d7b9341f32f400a5494%7C0%7C0%7C637861570788094598%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=p%2Bq4bLHHJyudjNR3088PivXJDHMc7VD5uqn%2FcBQOvV8%3D&reserved=0)
	1. Airman General
		+ Weather
		+ Mountain flying/low level
		+ Airspace/air traffic control
		+ Navigation – GPS
		+ Communication – VHF FM
		+ Flight following/automated flight following (AFF)
		+ Agency ramp procedures
		+ Flight and duty limitations
		+ Hazardous materials
		+ Crew resource management/single-pilot resource management (CRM/SRM)
	2. Aircraft Ground
		+ Weight and balance
		+ Flight planning
		+ Performance
		+ Engine and propeller
		+ Major aircraft systems
		+ Operating limitations
		+ Normal and emergency procedures
		+ Aircraft security

Training Program Requirements for Airtankers and Scoopers (continued)

* 1. Emergency
		+ Equipment/personal protective equipment (PPE)
		+ First aid/survival
		+ Emergency egress, water ditching and survival (when applicable)
		+ Review of related accidents
		+ Company mishap response procedures
	2. Flight
		+ Preflight inspection
		+ Mixing/loading retardant (when applicable)
		+ Starting
		+ Taxi
		+ Before takeoff checks
		+ Takeoff
		+ Climb
		+ Slow flight and stalls
		+ Mountain and low level
		+ Operations as a Flight (2 or more Aircraft) that includes flight lead and trail aircraft considerations including flight of two to four briefing.
		+ Fire Communications Procedures
		+ Fire Traffic Area (FTA) and operational Procedures that includes FTA entry and communications, Orbit and orbit entry, maneuvering, sequencing and exit
		+ Responsibility for Aircraft Separation and loss of visual separation procedures
		+ Lead Profiles- working with either a LEAD or ASM
		+ Drop procedures
		+ Inadvertent instrument meteorological condition (IMC)
		+ Emergency procedures to include:
			1. A minimum of 5 drops for initial pilot training, where the aircraft descends to 60’, but load is not jettisoned and the pilot comes around for another attempt. At least three of which must be in mountainous terrain. For recurrent pilots, a minimum or 2 drops are required and mountainous terrain is not required.
			2. A minimum of 5 drops for initial pilot training, where the load is jettisoned, replicating an emergency situation. At least three of which must be in mountainous terrain. For recurrent pilots, a minimum of two drops are required and mountainous terrain is not required.
			3. A minimum of 1 drop behind an aircraft performing duties as a leadplane when the lead advises to “consider your load,” followed by an emergency jettison
			4. A minimum of 3 drops for initial pilot training, where an emergency jettison at an appropriate rate to maintain control of the aircraft is performed, replicating the inability to climb after takeoﬀ. For recurrent pilots, a minimum of 1 drop is required.
			5. Emergency jettisons must be practiced using all electrical and mechanical means installed on the aircraft
		+ Descent
		+ Landing
		+ Postflight
	3. Qualification and checking.
		+ Minimum pilot qualifications
		+ Knowledge examinations
		+ Company flight check
1. Each *initial* and *recurrent* fuel/support vehicle operator training curriculum must have at least the following curriculum segments:
	1. Basic indoctrination.
		* Duties and responsibilities
		* DOT regulations
		* Hazardous materials
		* Content of operation manual
		* Content of Government contract
		* Company SMS training
		* Review Standards for Airtanker Base Operations (SABO)
	2. Vehicle operation.
		* Daily inspection
		* Operation of batch mixing equipment
		* Operation of aircraft fueling equipment
	3. Emergency.
		* Equipment/PPE
		* First aid
			+ Spills
			+ Fires
	4. Qualification
		* Operator qualifications
		* Knowledge examinations
		* Company practical test

Training Program Requirements for Airtankers and Scoopers (continued)

1. All training must be documented in a training record kept for each person trained.
2. Completion standards must be established.
3. 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.
4. 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.
5. Emergency water egress training only applies to pilots operating float equipped or amphibious airplanes. Recurrent emergency water egress training is required every three years.
6. Training obtained from third party sources is acceptable; it must be documented and recorded in the pilots training record.

**EXHIBIT 2**

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

|  |  |
| --- | --- |
| **Item** | **Unacceptable Conditions** |
| Webbing | 1. Frayed: 5 percent or more
2. Torn
3. Crushed
4. Swelling: twice the thickness of original web or if difficult to operate through hardware
5. Creased: no structural damage allowed
6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
 |
| Hardware | 1. Inoperable buckle or other hardware
2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged
3. Fabricated bushings or tie wraps used as bushings
4. Rust/corrosion: only minor surface rust/corrosion allowed
5. Wear: wear beyond normal use
 |
| Stitches | 1. Broken or missing
2. Severe fading or discoloring
3. Inconsistent pattern
 |
| TSO Tags (see 14 CFR 21.607) | 1. Missing
2. Illegible
 |
| Age | Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition. |

**Exhibit 3**

**HIGH VISIBILITY PAINT SCHEMES FOR SEAT AIRCRAFT**

|  |  |
| --- | --- |
| **White**: True White or Matterhorn WhitePPG CA 8000 B07589 CAGBCX (Aerospace Div.)Sherwin Williams SW-U00150Omega “Mega Max” 9036 Gloss WhiteRust-oleum 7792 – Gloss WhiteAir 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.) **NOTE: Vinyl numbering is acceptable, provided it meets the standard described here and is not degraded.**

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

**Note:** Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words “fire” or “fire suppression” may be approved. The National Single Engine Airtanker 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.



**EXHIBIT 4**

**FIRST AID AND SURVIVAL KIT**

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

|  |
| --- |
| **Minimum First Aid Kit Items** (Sections B8.2.2 and B6.11)Each kit must be in a dust-proof and moisture-proof container.  Item Adhesive bandage strips, (3 inches long) 8Antiseptic or alcohol wipes (packets) 10Bandage compresses, 4 inches 4Triangular bandage, 40 inches (sling) 2Roller bandage, 4 inches x 5 yards (gauze) 2Adhesive tape, 1 inch x 5 yards (standard roll) 1Bandage scissors 1Body fluids barrier kit: 1 2 pair latex nitrile or non-latex surgical gloves 1 face shield 1 mouth-to-mouth barrier 1 protective gown 2 antiseptic towelettes 1 biohazard disposable bagNOTE: Splints are recommended if space permits. |

|  |
| --- |
| **Minimum Aircraft Survival Kit Items**(Section B6.10)• 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 with 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 |

**Exhibit 5**

**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. (100 hour substitution is not applicable to the AMOC)

* + - 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 if they can demonstrate mountain flying curriculum that includes a minimum of the following course material and flight proficiency demonstrations:

1. Mountain flying aircraft preflight.
2. Mountain weather understanding.
3. Flight/route planning.
4. Aircraft performance calculations.
5. Density altitude calculations.
6. High altitude takeoffs and landings.
7. Mountain flying techniques/confined space maneuvers.
8. Mountain flying aircraft performance issues.
9. Landing area selection parameters.
10. Flying in proximity to ridge lines, in canyons, over valleys.
11. High altitude issues and physiology.
12. Mountainous terrain navigation.
13. Minimum of 8 to 10 hours of actual mountain flying (in actual mountains).
14. Minimum of 14 hours of ground instruction.
15. School must meet all Federal Aviation Administration requirements for a pilot proficiency program.
16. School must be either a fixed-base operator (FBO) or in a partnership with a FBO.

**Exhibit 6**

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

**AIRCRAFT GAL/HOUR**

AIR TRACTOR

AT-802-65 82T

AT-802-67 86T

AT-802-67F………………………….90T

AT-802-331 80T

BEECH

Baron 55/58 29

Baron 58P 35

18/45 35

King Air 90 (Series) 70T

King Air 100 80T

King Air 200 93T

King Air 300 89T

Mentor T-34 14

Mini Liner 99 85T

Queenair 43

T-Bone B-50 45

Duke 38

Queenair 80 34

Bonanza 33/35/36 14

BELLANCA

Citabria/Scout 9

BOEING

727 1000T

DC-3T 150T

DC-3 .93

DC-9 ….700T

BOMBARDIER

CL-215 150

CL-215T 237T

CL-415 237T

BRITTEN-NORMAN

Islander 30

CESSNA

L-19 11

172 9

180 14

182 12

182RG 14

185 16

188 12

206/207 16

T206/207 18

210 16

T210 18

320 28

310 32

T310 34

337 24

T337 26

401 28

402 36

404 46

411 34

414 36

421 46

340 36

425 56T

441 52T

Citation I 140T

Citation II, III 160T

208 Caravan I 53T

CASA

Aviocar 212 105T

CONSOLIDATED

Convair 580/600 338T

DE HAVILLAND

Beaver 30

DH-6 Twin Otter 95T

Beaver T 40T

DH-7 234T

DH-8 183T

DORNIER

DO-228 100T

DO-328-100 200T?

EMBRAER

PW 115 (1600) .159T

FALCON

10 .175T

20 240T

50 300T

FAIRCHILD

Porter 44T

F-27 288T

SF 340 161T

GRUMMAN

S2F 75

Goose 50

Goose T 80T

Mohawk 180T

Albatross 160

G-I 288T

G-II 529T

G-III 370T

HELIO

Courier 20

Stallion . 44T

ISRAEL

1121/1123/1124. 190T

LOCKHEED

P-3/C-130/Electra 188 661T

Jetstar 374T

LEAR JET

25 220T

35/36 185T

55 200T

MAULE

M4-5 9

M7 13

MITSUBISHI

MU-2 77T

MOONEY

Exec 10

NOMAD

22B/24A 53T

NORTH AMERICAN

AT-6 18

T-28 80

QUEST

Kodiak K100 47T

PILATUS

PC-12 ....77T

PIPER

Super Cub PA-18 9

Pawnee PA-25 13

Arrow PA-28R 10

Cherokee PA-28-140/161 8

Cherokee 6 PA-32 14

Aztec PA-23 27

Comanche PA-24 15

Navajo PA-31 32

Cheyenne PA-31T 77T

Cheyenne II PA-42T 74T

Aerostar 600/601/602P/700P 33

Cheyenne III PA-42T 110T

Chieftan PA-31-350 34

Lance PA-32-300 16

Seneca II/III PA-34 20

Mojave PA-31P 39

Malibu PA-46 15

PA-42-1000 400LS 75T

QUEST

Kodiak................................................ 47T

ROCKWELL (Gulfstream)

680 40

500 34

690A/B 80T

Sabreliner 200T

560 …33

840 65T

900 55T

1000 57T

SWEARINGEN

Merlin II, III SA 226/7 78T

SHORT

Skyvan 85T

VOLPAR

TurboLiner 74T

VULCANAIR

P68C 20

P68TC 24

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

**EXHIBIT 7**

**Single Engine Air Tanker Pilot Alternate Means of Compliance (AMOC)**

**CLASSROOM (Ground) TRAINING**

40 hours

The 40 hours of classroom instruction shall include, but not be limited to: 10 hours of ground instruction in fire science and fire operations.

5 hours of ground instruction on principles of retardant use, including the various types of retardants and suppressants

5 Hours Review of NWCG Aviation Risk Management Workbook (PMS530-1)

10 hours of ground instruction on various types of drops and fire scenarios utilizing sand tables, photos, and various forms of target descriptions

10 hours of ground school on emergency procedures, jettisons, water ditching, emergency egress, etc.

Topics that must be addressed in the ground instruction include, but are not limited to:

* the methods and techniques of aerial firefighting
* principles of retardant/suppressant use and application
* communications and aerial supervision
* airspace considerations (FTA and Temporary Flight Restrictions (TFR) specifically)
* confined-area operations
* emergency procedures
* regulatory requirements
* fire science, including fire size-ups.
* understanding, fulfilling, and operating under contract requirements
* low-level flight operations
* mixing and loading retardants and suppressants

**FLIGHT TRAINING**

50 hours

All training done as part of this AMOC must be done in accordance with the contract specification and applicable Department of the Interior policies.

1. The flight training must include a minimum of 50 hours of flight time, of which up to 10 hours may be flown in an appropriate single engine agricultural aircraft (except as noted) other than contract applicable aircraft.
	1. All flight training done that is being applied to the AMOC must be accomplished in an aircraft configured for dual instruction.
	2. Student must be accompanied by an Instructor Pilot at all times in the aircraft during training.
2. The 50 hours of flight time must include:
	1. A minimum of 5 flight hours of air work, exploring the capabilities of the aircraft in contract applicable aircraft.
	2. A minimum of 25 hours of low-level contour flying.
	3. A minimum of 25 hours of mountain flying
	4. A minimum of 5 hours learning and practicing aerial firefighting techniques, fire size-up, entering and departing FTAs and TFRs, and evaluating hazards associated with aerial firefighting (wind, weight, wires, obstacles, etc.)
	5. A minimum of 3 hours operating as part of a “flight” with at least one other aircraft, emphasizing emergency procedures when operating as a flight. \*
	6. A minimum of 2 hours flying in conjunction with a lead-type aircraft\*

Notes: \* Task must be accomplished in contract applicable aircraft

 Tasks b and c may be combined and must be done in a contract applicable aircraft.

 Task d may be completed in an aircraft not configured for agricultural use.

**DISPENSING (Drop) TECHNIQUES**

50 drops

1. The training will include a minimum of 50 water or retardant drops.
2. The water drops must consist of:
3. A minimum of 10 introductory drops made in level or rolling terrain (non-aggressive terrain). Water or retardant drops will be introduced at an altitude not less than 500 feet above the surface. As the pilot gains experience, the altitude will be progressively reduced until the pilot is comfortable dropping at an altitude of 60’ AGL, which will be the minimum altitude permissible
4. A minimum of 25 drops in mountainous terrain
5. A minimum of 10 drops while operating as a “flight”
6. A minimum of 5 drops behind an aircraft performing duties of a lead plane.(simulated)
7. A minimum of 5 drops with an “air attack” (simulated) providing aerial supervision and drop instructions
8. A minimum of 5 drops simulating an Incident Commander providing drop instructions
9. A minimum of 5 drops where the load is split, and the remaining load is tied into the initial drop. This should include rolling into, tying onto, parallel to and perpendicular to
10. A minimum of 40 drops must have been made using the AT802

Note: All dispensing flights must begin with a full load of water or retardant based on the environmental conditions.

1. Emergency Procedures
	1. A minimum of 5 drops where the aircraft descends to 60’, but load is not jettisoned, and the pilot comes around for another attempt. At least three of which must be in mountainous terrain
	2. A minimum of 5 drops where the load is jettisoned, replicating an emergency. At least three of which must be in mountainous terrain
	3. A minimum of 1 drop behind a lead-type aircraft when the lead advises to “consider your load,” followed by an emergency jettison
	4. A minimum of 3 drops where an emergency jettison is performed, replicating the inability to climb after takeoﬀ
	5. Emergency jettisons must be practiced using all electrical and mechanical means installed on the aircraft

Notes:

 After completion of this syllabus all dispensing load data must be submitted for review by the government. Load data must include gallons of dispersant, fuel load, temperature, altitude, time of day, and location of drops. A letter signed by the vendor’s chief pilot or other management with operational control must be included stating the AMOC requirements have been complied with prior to pilot carding. Dispensing data must be sent to the vendor’s regional inspector and the National Fixed Wing Specialist at Jacob\_mitchem@ios.doi.gov.

 Dispersant training drops may be done in conjunction with flight training events.

Paragraph D may be combined with paragraphs E-J.

**EXHIBIT 8**

**UNAVAILABILITY CONVERSION CHART**

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

**EXHIBIT 9**

**TRANSPORTATION WORKSHEET**

|  |
| --- |
| When assigned to an alternate base, the Contractor will be paid for actual 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**  |
| DATE | ALTERNATE BASE LOCATION |
| **Relief Exchange** – Involved Crew Member(s) |
| o PilotName | o Fuel Servicing Vehicle Driver Name | o Mechanic (If required by contract)Name |
| Scheduled Maintenance |
| o MechanicName | o OtherName |
| 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 (Authorized by CO only) | **$** |
| Rental Car |  | **$** |
| Rental Car Fuel |  | **$** |
| POV Auto | At the FTR rate (<http://www.gsa.gov/portal/content/100715>) |
| From | To | Total Miles | Rate | **$** |
| POV Aircraft: | Measured in statue miles at the FTR rate (<http://www.gsa.gov/portal/content/100715>) |
| From | To | Total Miles | Rate | **$** |
| Other (explain) | **$** |
|  | **$** |
|  | **$** |
| Total ACTUAL Cost  | **$** |
| Yes, the COR or On-site Government Representative was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel. | Date |

**EXHIBIT 10**

**SAFETY MANAGEMENT SYSTEM (SMS), FLIGHT TIME, ACCIDENT HISTORY, AND FAA VIOLATION QUESTIONNAIRE**

The Department of the Interior aviation program views Safety Management Systems (SMS) (safety policy, safety risk management, safety assurance, and safety promotion) as a critical element for aviation operations and contract evaluation. This Exhibit, abbreviated to ‘SMS Questionnaire’, seeks to identify safe and effective aviation practices of an Offeror that include implemented policies and practices that support and demonstrate the use of SMS. Refer to Section C11.2, Safety Management System (SMS), for more information on Contractor SMS review and site visits.

The following resources may assist with the completion of the SMS Questionnaire:

* **SMS Questionnaire Supplement:** Explanations of References 1-33 in the SMS Questionnaire, examples of suggested evidence to provide, and common response errors. Located at: <https://www.doi.gov/aviation/library>
* **SMS Questionnaire Form:** An optional form that can be used to complete the SMS Questionnaire. Located at: <https://www.doi.gov/aviation/library>
* **FAA Advisory Circular AC120-92B:** Safety Management Systems for Aviation Service Providers. Located at: <https://www.faa.gov/regulations_policies/advisory_circulars/>
* **International Standard for Business Aircraft Operations (IS-BAO):** Established as a recommended code of (SMS) best practices. Located at: <https://nbaa.org/flight-department-administration/sms/>

Overview

The Offeror must provide sufficient evidence of implementation for each Reference (1-33). **Include both evidence of implemented policies and records that indicate the SMS is functioning. Proposals are evaluated based on the evidence provided and the results that were achieved from the activities that were performed.** Blank forms do not suffice as evidence of policy or records of practice and responses shall include the Exhibit Reference number (e.g., Reference 1, Reference 2).

Failure to provide documentation listed above is considered unacceptable and may remove the offer from further consideration.

**Refer to FAA Advisory Circular AC120-92B and IS-BAO for additional SMS information.** For example, in the SMS Questionnaire, FAA Component 3-3 refers to the Safety Policy section (3-3) in AC120-92B. These references are intended to provide additional guidance to address the Safety Policy and Objectives in the Exhibit (Reference numbers 1-33).

Scalability

The basic SMS components (safety policy, safety risk management, safety assurance, and safety promotion) remain the same regardless of an Offeror’s size or complexity. The way in which organizations implement such components may be accomplished in a variety of ways but should be appropriate the Offeror’s operations. Per AC120-92B, the “…FAA expects each air carrier to develop an SMS that works for its unique operation.” For example, it will take fewer details to describe safety communication practices for a single-pilot Offeror than an Offeror with multiple employees working in different locations.

| Reference Number | FAA Component Number | IS-BAO Element | Safety Policy and Objectives |
| --- | --- | --- | --- |
| Key Safety Personnel and Commitment |
| 1 | 3-3 | 3.1.3.1 | Provide evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.  |
| 2 | 3-3 | 7.1.1 | Provide evidence that the Offeror clearly defines key duties, authorities and accountabilities on their SMS functions. |
| 3 | 3-3 | 3.1.1.1 | Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS. |
| Evidence for References 1-3 might consist of duty appointment letters, key safety personnel, duties, position 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. |
| Offeror Operations Manual |
| 4 | 3-3 | 6.1.1 | Provide evidence that Operations Manual contains a flight operations policy and aircraft maintenance policy. |
| 5 | 3-3 | 6.2.1 | Provide evidence of a distribution process that ensures the current version of the Operations Manual is available to appropriate personnel in all areas of operation.  |
| 6 | 3-3 | 6.1.1 | Provide evidence that the Operations Manual is approved by the appointed accountable executive. |
| 7 | 3-3 | 6.1.1 | Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained is current.  |
| Evidence for References 4-7 might include documented Operations Manual(s), revision and/or approval pages, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives.Operations Manual contains internal instructions to employees and should not be confused with Operations Specifications (Ops Spec) as approved by the FAA. |
| Emergency Response Plan  |
| 8 | 3-3 | 3.1.4.1 | Provide evidence that the Offeror has an established emergency response plan to respond to an accident or emergency.  |
| 9 | 3-3 | 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 | 3-3 | 4.3.3 | Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded. |
| Evidence for References 8-10 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. |
| Safety Risk Management  |
| 11 | 3-4 | 3.2.1.1 | Provide evidence that the Offeror developed and maintains a formal process to identify and track hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective). |
| 12 | 3-4 | 3.2.1.1 | Provide evidence that the Offeror has a hazard/threat reporting program. |
| 13 | 3-4 | 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 | 3-4 | 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 for References 11-14 should 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. |
|  Safety Assurance  |
| 15 | 3-5 | 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 | 3-5 | 3.3.2 | Provide evidence that the Offeror maintains a process to identify risks associated with change to the Offeror’s structure or service (aircraft type, environment, organizational, or mission).  |
| 17 | 3-5 | 3.3.3 | Provide 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 for References 15-17 should 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.Examples may include: mishap rates, reporting rates, risk management trends, audit trends and risk mitigations. |
| Compliance Monitoring |
| 18 | 3-5 | 3.5 | Provide evidence that the Offeror has established the requirements for audits or assessments at determined intervals to ensure that their implemented SMS components, are being followed in daily operations. |
| 19 | 3-5 | 3.5  | Provide evidence of audits and their results. |
| 20 | 3-5 | 3.5 | Provide evidence of a policy or process to develop an action plan from the deficiencies identified in the audits. |
| Evidence for References 18-20 should demonstrate that the organization has a process to perform regularly scheduled audits, internal or externally conducted, that they are documented, and that audit findings are analyzed and included in an action plan. |
|  Safety Promotion |
| 21 | 3-6 | 3.4 | Provide evidence that the Offeror established and maintains a formal means for internal safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned. |
| 22 | 3-6 | 3.4 | Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Offeror personnel. |
| 23 | N/A | N/A | Provide evidence of a Safety Award system in place and in practice. |
| Evidence for References 21-23 should include a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions, and ensure company awareness of the SMS objective to its employees. Items may include lessons learned, impact and safety awards and other programs to provide safety promotion. |
| Training Programs |
| 24 | 3-6 | 8.1 | Provide evidence that the Offeror has a training program (FAA and internal) that ensures personnel are trained and competent to perform their assigned duties including ground crews and air crews. |
| 25 | 3-6 | 3.4.1 | Provide evidence that there is a documented training plan for initial and recurrent SMS training. |
| Evidence for References 24-25 should 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 (e.g., a completed training plan). |
| Air Crew Member Qualifications  |
| 26 | 3-3 | 8.5 | Provide evidence that the Offeror has a program to establish and maintain air crew member records for required certificates, medical category, required training, and proficiency checks. |
| Evidence for Reference 26 should show a process to ensure that crew members and other personnel are current on their required certificates, medical exams, training, and proficiency checks. |
| Maintenance Personnel Qualifications |
| 27 | 3-3 | 15.1 | Provide evidence of a process to ensure that the Offeror aircraft maintenance/servicing personnel are certificated by the FAA. |
| 28 | 3-3 | 15.2.3 | Provide evidence of a process that ensures maintenance personnel are trained and approved by the Offeror to conduct specific maintenance. |
| Evidence for References 27-28 should show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, training, and that they are trained to conduct specific maintenance. |
| Maintenance Control System |
| 29 | 3-3 | 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 | 3-3 | 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. |
| Evidence for References 29-30 should document a process on how the Offeror will conduct maintenance, manage aircraft records, preventative/deferred maintenance, discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs. |
| Flight Time, Accident History, and FAA Violations (during last five years: 10/1/2018 - 9/30/2023) |
| 31 | N/A | N/A | Total number of flight hours during last five years. Flight hours must be separated by year and category: fixed-wing, rotary-wing, and uncrewed aircraft system (UAS).  |
| 32 | N/A | N/A | Total number of accidents or incidents during last five years 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. |
| 33 | N/A | N/A | Total number of FAA violations (Civil Penalty) during last five years. If violations were reported, provide Case information. |
| Evidence for Reference 31 should show total hours for the specified time period, separated by year and aircraft category; Reference 32 should show total number of accidents/incidents, and if applicable, accident mishap prevention plan(s) should be included for each accident; Reference 33 should show total number of violations, and if applicable, information for each violation. |

**EXHIBIT 11**

 **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. Vendors ARE NOT permitted to provide pricing that exceeds the ceiling prices established in Section A2 of the IDIQ Contract.

(b) Task Orders may include options.

 (c) The TORP may require parent contract holders to provide additional pricing and/or technical information.

1. 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 a small business set-aside, regardless of dollar value in accordance with the IDIQ SEAT 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 with T&M Line Items IAW IDIQ SEAT 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. The tradeoff source selection process described in FAR Subpart 15.101-2 may be used for task order competitions at the discretion of the Contracting Officer. Additionally, the Government reserves the right to conduct a price realism analysis in accordance with FAR 15.404-1.

**EXHIBIT 12**

**ADD/REMOVE - AIRCRAFT/EQUIPMENT REQUEST FORM**

**BLM ON CALL SEAT CONTRACT**

|  |  |
| --- | --- |
| **Contractor Name** |  |
| **Contractor Telephone Number** |  |
| **Name of Contractor’s representative making this request** |  |
| **Date and Signature of Above** |  |
| **BLM Contract Number** |  |
| **REMOVE – Aircraft Make, Model and Series** |  |
| **REMOVE – Equipment** |  |
| **ADD - Check the appropriate request below:**[ ]  **Same Aircraft Make, Model and Series** [ ]  **Different Aircraft Make, Model and Series** **(Must include pricing information on following pages)**[ ]  **Equipment (To Existing Contract Aircraft)** |
| **FAA N Number** |  |
| **Reason for addition/deletion** |  |
| **If adding aircraft, attach a copy of the Aircraft Questionnaire (Exhibit 13-a or 13-b), as appropriate that shows the aircraft to be added to the contract and documents per C17** |
| **If adding aircraft, confirm by *checking the box* to the right and provide data to support that the aircraft is of equal or greater performance capability (must demonstrate aircraft is of the same make, model and series) as the aircraft originally awarded** |  |
| **Any other comments or pertinent information** |  |

**Submit form and applicable attachments to:**

**Angelina Clements Email: angelina\_clements@ibc.doi.gov**